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No. 25]

NEW DELHI, SATURDAY, JUNE 20, 1981/JYAISTHA 30, 1903

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

विधि, न्याय और कंपनी कार्य मंत्रालय
(विधायी विभाग)

नई दिल्ली, 2 जून, 1981

का० भा० 1758 :—दुर्गाह ख्वाजा साहेब अधिनियम, 1955 (1955 का 36) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार इसके द्वारा श्री गुलशेर अहमद, संसद् सदस्य, जिला सतना, मध्य प्रदेश, मोलाना मुहम्मद मियां फाल्की, इलाहाबाद, और श्री गुलाम ग़ुलन कर, भूतपूर्व मंत्री, जम्मू-कश्मीर, सोपौर, जिला बारामूला, जम्मू-कश्मीर को, जो हनाफी मुसलमान हैं, तारीख 2 जून, 1981 से दरगाह समिति, अजमेर के सदस्यों के रूप में नियुक्त करती है।

[फा० सं० 11/3/75-वक्फ]
असलम महमूद, उप-सचिव

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS
(Legislative Department)

New Delhi, the 2nd June, 1981

S.O. 1758—In exercise of the powers conferred by section 5 of the Durgah Khawaja Sahab Act, 1955 (36 of 1955), the Central Government hereby appoints Sri Gulsher Ahmed, M.P., Satna District, Madhya Pradesh, Maulana Mohammad Mian Faruqui, Allahabad, and Shri Ghulam

280 GI/81—1.

(1975)

Rasool Kar, ex-Minister, Jammu & Kashmir. Sopore, District Baramula, Jammu and Kashmir, who are Hanafi Muslims, as member of the Durgah Committee, Ajmer, with effect from 2 June, 1981.

[F. No. 11/3/75-Wakf]
ASLAM MAHMUD, Dy Secy.

वित्त मंत्रालय
(आर्थिक कार्य विभाग)

नई दिल्ली, 3 जून 1980

वैकिंग प्रसार

का० भा० 1759 :—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, सर्वोच्च श्री मनोहर एम० नायक को श्री एम० डी० प्रभु के स्थान पर तमिळनाडु ग्रामीण बैंक, बन्गलोर का अध्यक्ष नियुक्त करती है। जिस तारीख से श्री मनोहर एम० नायक अध्यक्ष का वास्तविक कार्यभार संभालेंगे, इससे आरम्भ होने वाली तीन वर्ष की अवधि के लिए श्री नायक इस पर पर कार्य करेंगे।

[सं०, फ० 8-9/79-ग्राम० धार० बी०]

MINISTRY OF FINANCE
(Department of Economic Affairs)
New Delhi, the 3rd June, 1981

BANKING DIVISION

S.O. 1759.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri Manohar S. Nayak, as the Chairman of Tungabhadra Gramin Bank, Bellary vice Shri M. D. Prabhu for a period of three years commencing on the date on which Shri Manohar S. Nayak actually takes over charge as such Chairman.

[No. F. 8-9/79-RRB]

क्रा० खा० 1760 :—कृषि पुनर्वित्त तथा विकास निगम अधिनियम, 1963 (1963 का 10) के खंड 10 की धारा (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री विनोद प्रकाश साहूजी, संयुक्त सचिव, वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग विभाग) को श्री बलदेव सिंह के स्थान पर, कृषि पुनर्वित्त तथा विकास निगम के एक निदेशक के रूप में नियुक्त करती है।

[संख्या 10(46)/81-ए० सी०]
इन्द्रानी सेन, प्रवर सचिव

S.O. 1760.—In exercise of the powers conferred upon it by clause (c) of Section 10 of the Agricultural Refinance and Development Corporation Act, 1963 (10 of 1963), the Central Government hereby nominates Shri V. P. Sawhney, Joint Secretary, Ministry of Finance, Department of Economic Affairs (Banking Division) as a Director of the Agricultural Refinance and Development Corporation vice Shri Baldev Singh.

[No. 10(46)/81-AC]
Indrani Sen, Under Secy.

नई दिल्ली, 8 जून, 1981

क्रा० खा० 1761 :—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, रिजर्व बैंक की सिफारिश पर, एतद्वारा यह घोषणा करती है कि

उक्त अधिनियम की धारा 10 ख की उपधारा (1) और (2) के उपबंध धर्मेक्ष्मी बैंक लि०, त्रिचूर पर 3 महीने के लिए, 31 जुलाई, 1981 तक प्रचला इस बैंक में प्रगले पूर्णकालिक अध्यक्ष की नियुक्ति होने तक, इसमें से जो भी पहले हो, तब तक लागू नहीं होंगे।

[संख्या 15(6)/81-बी० ओ०-III]

New Delhi, the 8th June, 1981

S.O. 1761.—In exercise of powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendations of the Reserve Bank of India, hereby declares that the provisions of sub-sections (1) and (2) of Section 10B of the said Act, shall not apply to the DhanaJagahmi Bank Ltd. Trichur for 3 months upto 21st July 1981 or till the appointment of the next whole-time Chairman of that bank, whichever is earlier.

[No. 15(6)/81-B.O. III]

क्रा० खा० 1762 :—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा यह घोषणा करती है कि उक्त अधिनियम की धारा 10 ख की उपधारा (1) और (2) के उपबंध गणेश बैंक प्राक कुरुंडबाड लि०, कुरुंडबाड पर 13 अगस्त, 1981 तक प्रचला इसमें प्रगले पूर्णकालिक अध्यक्ष तथा मुख्य कार्यपालक अधिकारी की नियुक्ति होने तक, इनमें से जो भी पहले हो, तब तक लागू नहीं होंगे।

[संख्या 15(1)/81-बी० ओ०-3]
एन० डी० बत्रा, प्रवर सचिव

S.O. 1762.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provision of sub-sections (1) and (2) of Section 10B of the said Act, shall not apply to the Ganesh Bank of Kurundwad Ltd. Kurundabad, till the 13th August 1981 or till the appointment of the next whole-time Chairman and Chief Executive Officer, whichever is earlier.

[No. 15 (1)/81-B. O. III]
N. D. BATRA, Under Secy

प्रवर्तन निदेशालय

(विदेशी मुद्रा विनियमन अधिनियम)

नई दिल्ली, 25 मई, 1981

बि० मु० बि० अधिनियम

क्रा० खा० 1763 विदेशी मुद्रा विनियमन अधिनियम, 1973 (1973 का 46) की धारा 79 द्वारा दी गई शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार द्वारा बनाई गई विदेशी मुद्रा विनियमन (नाम प्रकाशन) नियमावली, 1975 के अनुसूचन में प्रवर्तन निदेशक इसके द्वारा (दिनांक 7-11-76 से 6-2-77 की तीन माह की अवधि के लिए) निम्नलिखित व्यक्तियों के नाम और अन्य व्योरे प्रकाशन करने हैं :—

(क) वे व्यक्ति जिन्हें विदेशी मुद्रा विनियमन अधिनियम, 1973 की धारा 56 के अधीन न्यायालयों द्वारा दोषसिद्ध किया जा चुका है या जिन्हें विदेशी मुद्रा विनियमन अधिनियम, 1947 की धारा 23 की उपधारा (1) में निविष्ट किसी उपबन्ध के उल्लंघन के लिए न्यायालयों द्वारा दोषसिद्ध किया जा चुका है ; और

(ख) वे व्यक्ति जिन्हें विदेशी मुद्रा विनियमन अधिनियम, 1973 की धारा 50 के अधीन न्यायनिर्णयन अधिकारियों द्वारा न्यायनिर्णय करके पेनाल्टी के लिए दाखी ठहराया गया है प्रयत्न वे व्यक्ति जिनके विरुद्ध निदेशक, प्रवर्तन निदेशालय या इस बारे में निदेशक, प्रवर्तन निदेशालय की शक्तियों के प्रयोग और उनके कर्तव्यों के निर्वहन के लिए प्राधिकृत प्रवर्तन निदेशालय के किसी अन्य अधिकारी ने यह न्यायनिर्णय दिया है कि उन्होंने विदेशी मुद्रा विनियमन अधिनियम, 1947 की धारा 23 की उपधारा (1) में निविष्ट किसी उपबन्ध का उल्लंघन किया है, जहां

(i) उस व्यक्ति के विरुद्ध किसी पिछले अवसर पर इसी प्रकार न्यायनिर्णय किया गया हो प्रयत्न उसे दोषसिद्ध किया जा चुका हो ; या

(2) न्यायनिर्णयन अधिकारी द्वारा लगाई गई पेनाल्टी, उस भारतीय मुद्रा या विदेशी मुद्रा सहित जिनके जप्न करने के आदेश किए गए हैं, का मूल्य रु० 10,000 00 या उससे अधिक हो।

क—उपयुक्त के अनुसार बोधसिद्ध व्यक्ति

क्र० सं०	पार्टी का नाम और पता	वि० मू० वि० अधिनियम के उपबन्ध, जिनका उल्लंघन हुआ	वी गई सजा के ब्यौरे	न्यायालय द्वारा वि० मू० वि० अधिनियम, 1947 की धारा 23 (1-ख) के अधीन प्रादेशित जस्ती के ब्यौरे	विदेशी मुद्रा के भारत में वापस लाने विषयक निदेशों के ब्यौरे
1	2	3	4	5	6
			शून्य		

7-11-76 से 8-2-77

ख—उपयुक्त के अनुसार अधिनियमित व्यक्ति

क्रम सं०	पार्टी का नाम और पता	वि० मू० वि० अधिनियम के उपबन्ध, जिनका उल्लंघन हुआ	पेनाल्टी रूपों में	भारतीय या/और विदेशी करेन्सी की प्रादेशित जस्ती	स्वदेश वापस लाने के लिए प्रादेशित विदेशी मुद्रा की राशि
1	2	3	4	5	6
1.	श्री चन्द्रकान्त शिवाजी पटेल, नया बाजार, ठिकाना और पोस्ट मियागम, करजुन म्हाया बड़ोवा	5(1)(कक) 5(1)(ग)	20,000.00	—	—
2.	श्री एम० बी० सोमैया, भुख निवास, दूसरा तल, तीसरा पस्ता लेन, कोलाबा, बम्बई-5	5(1)(ग)	60,000.00	—	—
3.	(i) श्री नारायणदास बेसीमल हरजानी, (ii) श्रीमती सावित्री एन० हरजानी, 91, सोमरसेट हाउस चार्ज्ड हाउस, बम्बई	8(1), 9(1)(घ) 9(1) ख	1,52,000.00 —	अमरीकी डालर 86 हॉंग-कांग डालर 135 और पौंड।	— —
4.	(i) मैसर्स ई-रे इन्जीनियरिंग (इण्डिया) प्रा० लि०, 32, निकोल रोड, बेल्लै एस्टेट बम्बई-1 (ii) श्री पी० आर० कमानी (मृत) (iii) श्री एन० कमानी, (iv) श्रीमती एस० एन० कमानी, (v) श्री डब्ल्यू० डब्ल्यू० घाँकर, (vi) श्रीमती एम० के० घाँकर	5(1)(घ) 5(1)(ग) 9 9, 5(1)(क), 4(1)	11,000.00 —	— —	— —
5.	(i) श्रीमती एम० डी० मेहता, (ii) श्री बी० एन० मेहता, 187 बीक बे रिकलेमेशन स्कीम, चर्च गेट, बम्बई-1	9, 9, 9, 5(1)(क), 9, 4(1), 4(1), 4(1), 4(1), 5(1)(क) 5(1)(क), 5(1)(क)	1,26,500.00	अमरीकी डालर 1480, पौंड 170 ई० ए० शिर्लिंग 180/- डालर 2, 264/- और पौंड 1059	—
6.	श्री जी० आर्ची० पटेल द्वारा,— श्रीमती एम० एन० पटेल, प्लैट न० 901, नवम तल, विष्णुलोक हफारेल मार्ग, मलबार हिल, बम्बई	5(1)(ग)	10,000.00	—	—
7.	श्री रतीश्वर एम० जाधव, धनलाल भोगीलाल कुबेरदास कुबेर भवन, कर्मसद	4(1), 5(1)(कक)	18,200.00	—	—
8.	श्री के० डी० पटेल, बाडी कुमा, चरमज, जिला—कैरा, गुजरात	9	18,000.00	—	—
9.	श्री चन्द्रकान्त मोहनलाल गांधी, 12-ई, जलाराम सोसायटी, ठिकाना—जुनागढ़ सौराष्ट्र	5(1)(ग) 5(1)(कक)	30,000.00	—	—

1	2	3	4	5	6
10.	(i) श्रीमती गुल एस० मोरचन्वानी, 7-बी०-1, मुडलैन्ड्स पैरर रोड, बम्बई-26 (ii) श्रीमती इन्दु एन० भरवाणी, 84, सुखमणि, बोमैनजी पट्टीक रोड, बम्बई-26	10(1) 12(2)	25,000.00	—	—
11.	सर्वश्री मार्टिन जे० पिन्टो, एफ० डी० पिन्टो और श्रीमती पी० डी० पिन्टो, मकान नं० 634, अतापीनूबेम, बोहरा, बरहेज, गोवा	9 और 4(1) 4(1)	24,500.00	—	—
12.	श्री एन० एफ० जिसिल्वा, सलीगाम्रो, गोवा	9, 9, 9, 9, 9 और 14	15,200.00	—	—
13.	श्रीमती कौशल्या लछमण, 559/1, रिलीफ रोड, जकारिया मस्जिद के सामने, अहमदाबाद	5(1)(क)	30,000.00	—	—
14.	श्रीमती लिली रोजालीना तबरज बेनेहीवाड्डो, गुमीकोलिम, गोवा	14	10,000.00	—	पीड 2083—13
15.	श्रीमती बापे, गीक, रेडी मनी बिल्डिंग नं० 1, ग्राउन्ड फ्लोर, टाटा रोड, तारवेव बम्बई-34	9(1)(ख) 14	1,000.00	रु० 9,800.00	अनरीको डालर 80
16.	श्री एन० डी० परमार, गवर्नमेंट सल्ट काफोमी, सेन्ट्रल रेलवे, भावूप (पूर्व) बम्बई 78	9(1)(ख) 9(1)(घ)	12,300.00	—	—
17.	श्री एम० अश्वकर, 69, मोलाभा आजाद रोड, बम्बई 2	9(1)(क) 9(1)(घ)	8,000.00	रु० 5,000.00	—
18.	श्री जसवीर सिंह ए० धरोडा, धरोडा ट्रेडिंग कार्पोरेशन, 93, भंडारी स्ट्रीट, बम्बई-3	9(1)(क)	कोई पेनाल्टी नहीं	रु० 20,000.00	—
19.	श्री लैकोमारा एस० नरोन्हा अलडोना, गोवा	4(1) 4(2)	14,000.00	—	—
20.	श्री बालकृष्ण एम० नम्बियार, मैनेजिंग डायरेक्टर, मेसर्स नेलमील ट्रेडर्स, मकी- मिम मकीमेजीज बिल्डिंग, तीसरा तल, बेलाई एस्टेट, बम्बई-38	9(1)(घ) 9(1)(ख) 9(1)(घ)	12,000.00	—	—
21.	श्री नरेनभाई एम० पटेल, 1007, नवी पटेल, ग्राहपुर, अहमदाबाद	5(1)(क)	18,400.00	—	—
22.	श्री के० डी० मनीक, प्रो० मेसर्स एशियन ट्रेडर्स, 8 सडर स्ट्रीट, कलकत्ता-16	1947 का 5(1)(क)(i)	50,000.00	—	—
23.	मि० रोबर्ट पैट्रिक, सुपुल—मि० हेनरी रोबर्ट पैट्रिक जो एक बार एयरपोर्ट होटल, दमदम एयरपोर्ट, कलकत्ता के कमरा नं० 317 में रहे थे।	8(1) 1973	40,000.00	—	—
24.	श्री मूलचन्द जैन, सुपुल—स्वर्गीय बाबूलाल जैन, गांव और डाकखाना नोखा, जिला बीकानेर, राजस्थान और 15, बाजुबुलाल स्ट्रीट, कलकत्ता-6 द्वारा—मेसर्स—कमल एण्ड कं० 4, जगमोहन महिलाक लेन, कलकत्ता	4(1)	5,000.00	पाक रु० 50,000.00	—
25.	श्री प्रमोद कुमार गुप्ता, 98, जयमंड हार्बर रोड, कलकत्ता—23	1973 का 8(1)	12,000.00	—	—

1	2	3	4	5	6
26	श्रीमती आई० मजीद और श्रीमती हिल्डा मजीद, 23, ला चाउमेरे शिवांग, मेवाड़	1947 का 4(1) और 5(1)(क) और 1973 का 9(1)(ब) और 9(1)(ड)	12,750.00	--	--
27.	श्री बी०आर० बजेरा, 3/5, लौवन स्ट्रीट, कलकत्ता-17	1947 का 4 और 9	18,000.00	--	--
28.	मैसर्स इन्टर काफ्ट इण्डिया, 16-ए, नारायण इन्डस्ट्रियल एरिया, फेज II, नई दिल्ली	16(1) 18(2)	10,000.00	--	--
29	श्री एम० जसमान, 1/10, मुस्लिम स्ट्रीट, बिल्लियारम्बाई गांव, डाकखाना ग्राम्या-बाडी, कुम्भकोणम, तंजीर जिला	5(1)(कक) 5(1)ग	35,000.00	र० 25,000.00	--
30.	श्री ई० एस० हमीदुल्लाह, सी०एस०आई० कम्पाउन्ड, करीमनगर डाकखाना, मोछ प्रदेश	5(1)(कक)	10,000.00	र० 1,935.56	--
31.	श्री नाबाभाई जी० पटेल मैसर्स नाब बल्लाई जी० पटेल एंड कं०, 12-ए, महात्मा गांधी रोड, बंगलौर	4(1) 5(1)(क) धारा (9), 4(1)	41,000.00	--	--
32.	श्री रामास्वामी शांडर, पिनामगुकराकाडू पप्पडीपोस्ट भरूर तालुक, बरमापुरी जिला	5(1)(कक) 9(1)(ब)	20,000.00	--	--
33.	श्री ए०आर०टी० मरिअप्पा नाडार, प्रो० मैसर्स ए० आर० टी० मरिअप्पा नाडार, नं० 21, ईरुक्कारा स्ट्रीट, नागापट्टिनम	12(2)	10,500.00	--	--
34.	श्री एम० मैना मो० म्यू कालोनी, मयूरम तालुक, तंजीर जिला	9(1)(ब)	10,000.00	--	--
35.	श्री जे० सिगामणि, बेयाल हाउस आफ प्रेयर, 1-सिकस्टी स्ट्रीट, कुमारप्पा नगर, कटपाडी, एन०ए० जिला	5(1)(कक) 14	15,000.00	अमरीकी डालर 342	--
36.	श्री के० के० रेड्डी, नं० 7 बिसबेसरम स्ट्रीट, सुभाष नगर, मद्रास-14	धारा 14	10,000.00	--	--
37.	श्री बी०पी० रामनाथम, 120, मेन रोड, पोल्नामारबधी, पुडुकोट्टाई जिला	5(1)(कक) 5(1)(ग) 9(1)(ब)	60,000.00	--	--
38.	श्री बी० ए० अम्बुल जम्बार, ईस्ट स्ट्रीट, अमीकावाडी, तंजीर	5(1)(कक) 5(1)(ग)	18,500.00	र० 98,000.00	--
39.	श्री टी० रामलिंगम, मैसर्स-रंजना स्टोर्स 40-बी सुभाष कोस रोड, त्रिची-2	5(1)(ब) 5(1)(ब) 9(1)(ड)	10,500.00	--	--
40.	श्रीमती पलानिअम्मा, पत्नी—श्री आई० कलैयाल्लव, शोर्टीयापट्टी गांव, नमक्कल तालुक, तमिळ	5(1)(कक) 5(1)(ग)	--	र० 40,000.00 र० 12,650.00 र० 10,000.00	--
41.	श्री बसुदेवामूर्ति, बवाली, 3/3 टाइम 4, रेलवे क्वार्टर्स, रोड नं० 4, साउथ लाल-गुडा, सिकन्दराबाद	16(1)(ब) धारा 14 धारा 14	10,000.00	--	--
42.	श्री एस०एस० कावर कबायारा, कोठा-मयुरिधि, वैकमापुराई डाकखाना, अजहर गांव, त्रिचेन्नर	5(1)(ग)	34,000.00	र० 13,285.00	--

1	2	3	4	5	6
43.	श्री एम०एम० कस्सीयम कदायारा हाउस, प्रजहूर गांव, चिरायीकल तालुक, त्रिचेन्द्रम जिला	5(1)(ग) 5(1)(कक)	10,000.00 4,000.00	--	--
44.	(i) श्री वैयापुरी पिल्लई, सुपुल- माउबा पिल्लई वैयापुरी पिल्लई एण्ड कं० नं० 3/67, गोडाउन स्ट्रीट, मद्रास-1	5(1)(ब) 5(1)(क)	10,000.00	--	--
	(ii) श्री चराबन्दी पिल्लई, सुपुल-- बैरापेम्मल, नागपच गांव, मुसिरी तालुक, त्रिचिजिला	9(1)(ब)	10,000.00	--	--
45.	मैसर्स—मीनाक्षी सीतालक्ष्मी, एम०एम० स्ट्रीट, कराई कुडी, मैसर्स--मीनाक्षी सीता- लक्ष्मी, बैकर्स	5(1)(कक) 5(1)(क) 5(1)(ब) 5(1)(ग)	32,750.00	--	--
46.	श्री के० विस्वम्भरम, प्राबिस बैकर्स, पुथेम- वेनतार्थ, बरकसे	5(1)(कक)	16,200.00	--	--
47.	श्री अब्राहम जोल, मममेसे हाउस, नवुनी- कुम्भम डाकखाना बंगानास्सेरी, केरल	5(1)(ग) 5(1)(कक)	8,000.00 13,000.00 18,000.00		
48.	श्रीमती राधा एच० अब्बासी, नं० 10ए, करली स्ट्रीट, रिचमण्ड टाउन, बंगलौर	5(1)(कक) 5(1)(ग)	10,000.00	--	--
49.	श्री के० बर्गीस थॉमस, कोचुपिलामुयु हाउस, कुम्भनेद डाकखाना, त्रिचिजिला	5(1)(कक) 5(1)(ग)	13,360.00	--	--
50.	श्री के० धम्मल्ला, मानधम बीडु, पालाकाडु, तिरुवर	5(1)(कक)	24,000.00	--	--
51.	श्री कुरम्बु कुण्डा पिल्लई, बायुदेवा विला- सम, नबाईकुलम, त्रिचेन्द्रम	9(1)(ब) 9(1)(ब) 5(1)(कक) 5(1)(क)	25,000.00	--	--
52.	श्रीमती करमसे बिम्बेस्ट, रेटेरविला, थम्बास्वामी, त्रिचलोन	5(1)(कक)	13,200.00	--	--
53.	श्री सी० के० वीरन कुट्टी, लव डेल, फाल्क कालेज, कालीकट, केरल	5(1)(कक) 4(1)	16,000.00	रु० 10,000.00	--
54.	श्रीमती एम०टी० जमीला जम्हार, जम्बेरा अल्ताब, गिराकलकुलम, नैनीतूर	5(1)(कक) 9(1)(ब)	12,300.00	रु० 17,764.49	--
55.	(i) स०करनारायणन नायर, स० 137, पाल स्ट्रीट, सेरमबेन, एम०एस०मलेसिया	5(1)(कक)	5,000.00	रु० 20,000.00	--
	(ii) सी०पी० गोविन्दन कुट्टी नायर, सी० पालमचेरी हाउस, किल्लिन- गुळय, त्रिचूर जिला	5(1)(कक)	10,640.00	--	--
56.	श्री के० रामोवरन, पोडिक्कल हाउस, त्रिचलोन-5	5(1)(कक)	1,000.00	रु० 30,000.00	--
57.	श्रीमती एच० शारदा, बंगविला हाउस, डाकखाना बक्कम	5(1)(कक)	35,250.00	रु० 1,378.00	--
58.	श्री एम० सौहृदय ईसा, 4-137 इकबाल स्ट्रीट, बडाकराई, मयूरम तालुक, तंजीर जिला	5(1)(कक)	3,000.00	रु० 48,000.00	--

1	2	3	4	5	6
59	श्री मोटा सिंह, सुपुत्र श्री रतन सिंह, दिलकुश मार्केट, जालंधर	5(1) (कक) 5(1) (क) धारा 14	10,000.00 7,000.00 100.00	—	—
			17,100.00		
60.	श्री मलकियत सिंह, सुपुत्र श्री लाल सिंह, ग्राम—काला संघा, जिला कपूरथला	9(1) (क)	15,000.00	—	—
61.	श्री सोहन सिंह, ग्राम जिन्दीवाल, तहसील—नवनगर, जिला—जालंधर	9(1) (क)	10,000.00	—	—
62.	श्री रणजीत सिंह, सुपुत्र श्री हजारा सिंह, ग्राम—डाकखाना—बाद नवा, जिला फरीदकोट	5(1) (कक)	10,000.00	—	—
63.	श्री करतार सिंह खेड़ा, सुपुत्र गंगा राम, होशियारपुर	5(1) (कक)	10,000.00	—	—
64.	श्री प्रेम सिंह, सुपुत्र गुरवीर सिंह, ग्राम— डाकखाना—अरकान, जिला—रोपड़	5(1) (ग) 5(1) (ग) 5(1) (कक) 5(1) (कक)	8,000.00 4,000.00 1,000.00 2,000.00	—	—
65.	श्री काबुल सिंह, सुपुत्र श्री बूटा सिंह, ग्राम—रायपुर रसूलपुर, जिला जालंधर	5(1) (कक) 5(1) (क)	5,000.00 11,000.00	—	—
66 (i)	श्री मुहम्मद खान, कमरा नं० 26, तीसरा तल, टोपीवाला मेन्शन, मो० घनी रोड, बम्बई	5(1) ग 4(1) ए 4(2)	2,00,000.00	रु० 1,30,785 00	—
(ii)	श्री हमीद अब्दुल कादर उर्फ एम० अब्दुल्ला (पता उपरोक्त (i) अनुसार	5(1) (ग) 4(1) ए 4(2)	2,00,000.00	रु० 2,23,000 00	—
[(iii)	श्री अब्दुल करीम, 20, माइलाई केरीयातनी स्ट्रीट, मद्रास	5(1) (ग)	1,00,000 00	रु० 1,14,480.00	—
(iv)	श्री हबीब मोहम्मद सादातुल्लाह, 20, नारंगजनी स्ट्रीट, त्रिचिरा- पल्ली	5(1) (ग)	1,00,000.00	—	—
(v)	श्री एन० एम० फादक, प्रथम तल, 11, साउथ मासी स्ट्रीट, मद्रास	5(1) (ग)	2,00,000 00	रु० 1,04,791 00	—

[सं० टी-19/1-कोषा(अ) 81]

एम० एम० बिन्दा, निदेशक

ENFORCEMENT DIRECTORATE

(Foreign Exchange Regulation Act)

New Delhi, the 23th May, 1981

F. E. R. ACT

S.O. 1763.—In pursuance of the Foreign Exchange Regulation (Publication of Names) Rules, 1975 made by the Central Government in exercise of the powers conferred by Section 79 of the Foreign Exchange Regulation Act, 1973 (46 of 1973) the Director of Enforcement hereby publishes below (for the three months from 7-11-76 to 6-2-77) the names and other particulars of:—

(A) Persons who have been convicted by courts under section 56 of the Foreign Exchange Regulation Act, 1973 or convicted by courts for contravention of any of the provisions specified in sub-section (1) of the Section 23 of F.E.R. Act, 1947; and

(B) Persons who have been adjudged as liable to penalty by the adjudicating officers under Section 50 of the Foreign Exchange Regulation Act, 1973 or adjudged by the Director of Enforcement or any other officer of Enforcement authorised to exercise the powers and discharge the duties of the Director of Enforcement in this behalf, to have contravened any of the provisions specified in sub-section (1) of the Section 23 of the F.E.R. Act, 1947, where

- the person had, on a previous occasion, been similarly adjudged or convicted; or
- the penalty imposed together with the value of the Indian Currency or foreign exchange ordered to be confiscated, by the adjudicating officer is Rs. 10,000/- or above.

A. PERSONS CONVICTED AS ABOVE

S.No.	Name and address of the party	Provisions of the F.E.R.A. contravened	Particulars of sentence awarded	Particulars of confiscation ordered under section 23(1B) of the FERA 1947 by the Court	Particulars of directions regarding bringing back into India of the Foreign Exchange
1	2	3	4	5	6

—NIL—

7-11-76 to 6-2-77

B. PERSONS ADJUDGED AS ABOVE

S.No.	Name and address of the party	Provisions of F.E.R.A. contravened	Penalty in Rs.	Indian or/and Foreign Currency ordered to be confiscated	Amount of foreign exchange ordered to be repatriated
1	2	3	4	5	6
1.	Shri Chandrakant Shivabhai Patel, Nava Bazar, At & Post Miyagam, Karjan Via Baroda.	5(1) (aa) 5(1)(c)	20,000	—	—
2.	Shri M.B. Sommayya, Sukh Niwas, 2nd Floor, 3rd Pasta Lane, Kolaba, Bombay-5.	5(1)(c)	60,000	—	—
3.	(i) Shri Naraindas Vensimal Harjani (ii) Smt. Savitri N. Harjani, 91, Sommer-set House, Warden House, Bombay.	8(1), 9(1)(d) 9(1)(b)	1,52,000	U.S. \$ 96 H.K. \$ 135, and £ 1	—
4.	(i) M/s. X-Ray Engineering (I) Pvt. Ltd., 32, Nicol Road, Ballard Estate, Bombay-1. (ii) Shri P R. Kamani (Dead) (iii) Shri N. Kamani, (iv) Shrimati S.N. Kamani, (v) Shri W W. Offer, (vi) Mrs. M.K. Offer.	5(1)(d) 5(1)(c) 9 9, 5(1)(a), 4(1) 7-7-76 to 6-2-77	11,000	—	—
5.	(i) Smt. M.D. Mehta, (ii) Shri D.N. Mehta, 187, Backbay Reclamation Scheme, Bombay-1	9, 9, 9, 5(1)(a), 9, 4(1) 4(1), 4(1), 4(1), 5(1)a 5(1)(a), 5(1)(a)	1,26,500	U.S. \$ 14,80, £.170 E.A. Shs. 180/- \$2,264/- and £.1059	—
6.	Shri G.I. Patel C/o Smt. M.N. Patel, Flat No. 901, 9th Floor, Divyalok Ruparel Marg, Malbar Hill, Bombay.	5(1)(c)	10,000	—	—
7.	Shri Ratilal M. Shah, C/o Bhogilal Kuber-das Kuber Bhawan, Karmad.	4(a), 5(1) (aa)	18,200	—	—
8.	Shri K.D. Patel, Wadi Kuwa, Kharmaj, Distt. Kalra, Gujarat.	9, 9	18,000	—	—
9.	Shri Chandrakant Mohanlal Gandhi, 12-E, Jalaram Society, At : Junagadh, Saurashtra.	5(1)(c) 5(1)(aa)	30,000	—	—
10.	(i) Smt. Gul S. Mirchandani, 7-B-1, Woodlands Peddar Road, Bombay-26. (ii) Smt. Indu N. Bharwani, 84, Sukhmani, Bomanji Pattik Road, Bombay-26	10(1) 12(2)	25,000	—	—
11.	S/Shri Martin J. Pinto F.D. Pinto and Smt. P.D. Pinto, House No. 634, Atapon-don, Boira, Bardez, Goa.	9 & 4(1) 4(1)	24,500	—	—
12.	Shri N.F. D'Silva, Saligao, Goa	9, 9, 9, 9 & 14	15,200	—	—

1	2	3	4	5	6
13.	Smt. Kaushalya Lachman, 559/1, Relief Road, Opp. Zakaria Masjid, Ahmedabad.	5(1)(aa)	30,000	—	—
14.	Smt. Lily Rosalima Taveres, Bencheavaddo, Gunicolim, Goa.	14	10,000	—	£.2083.13
15.	Smt. Bapay Shaiik, Ready Money Building, No.1, Ground Floor, Taja Road, Tardeo, Bombay-34.	9(1)(b) 14	1,000	Rs. 9,800	U.S. 50
16.	Shri N.G. Parmar, Govt. Salt Colony, Central Railway, Bhundup (East), Bombay-78.	9(1)(b) 9(1)(d)	12,300	—	—
17.	Shri M. Aboobacker, 69, Maulana A ad Road, Bombay-11.	9(1)(a) 9(1)(d)	8,000	Rs. 5,000	—
18.	Shri Jasbir Singh A. Arora, Trading Corporation, 93, Bhandari Street, Bombay-3.	9(1)(a)	No penalty	Rs. 20,000	—
19.	Shri Laconara S. Noronha, Aldona, Goa.	4(1) 4(2)	14,000	—	—
20.	Shri Balkrishna M. Nambiar, Managing Director, M/s. Netmeet Traders, Makinin Makineziz Building, 3rd Floor, Balard Estate, Bombay-38.	9(1)(d) 9(1)(b) 9(1)(d)	12,000	—	—
21.	Shri Naraynbhai M. Patel, 1007, Navi Patel, Shahpur, Ahmedabad.	5(1)(aa)	18,400	—	—
22.	Shri K.D. Maneck, Prop. of M/s. Asian Travels, 8, Sudder Street, Calcutta-16.	5(1)(c)(i) of 1947	50,000	—	—
23.	Mr. Robert Patrick S/o Mr. Henry Robert Patrick On Occupied Road No. 317, Airport Hotel, Dumdum Airport, Calcutta.	8(1) 1973	40,000	—	—
24.	Shri Mulchand Jain S/o Late Babulal Jain, V & PO, Nokha, Distt. Bikaner, Rajasthan. & 15, Brojudulal Street, Calcutta-6. C/o M/s. Kamal & Co., 4, Jagmohan Mullick Lane, Calcutta.	4(1)	5,000	Pak. Rs. 50,000	—
25.	Shri Ashok Kumar Gupta, 96, Diamond Harbour Road, Calcutta-23.	8(1) of 1973.	12,000	—	—
26.	Smt. I. Majid & Smt. Hilda Majid, 23, La Chaumere, Shillong, Meghalaya.	4(1) & 5(1)(a) of 1947 and 9(1) (d) & 9(1)(e) of 1973	12,750	—	—
27.	Shri B.R. Vaderha, 3/5, Loudon Street, Calcutta-17.	4 & 9 of 1947	16,000	—	—
28.	M/s. Inter Craft India, 16-A, Naraina Industrial Area, Phase II, New Delhi.	16(1) 18(2)	10,000	—	—
29.	Shri M. Usman, 1/10, Muslim, Street, Villiarambal Village, Ayyavadi P.O. Kumba Konam, Tanjore District	5(1)(aa) 5(1)(c)	35,000	Rs. 25,000	—
30.	Shri E.S. Emanual, C.S.I. Compound, Karimnagar P.O. Andhra Pradesh.	5(1)(aa)	10,000	Rs. 1,935.56	—
31.	Shri Nathabhai G. Patel, M/s. Nath Alhai G. Patel & Co., 12-A, Mahatma Gandhi Road, Bangalore.	4(1), 5(1)(a) Sec. 9, 4(1)	41,000	—	—
32.	Shri Ramaswamy Gounder, Pinangukaraku Pappadi-post, Arun Tk., Dharmapuri Dist.	5(1)(aa) 9(1)(b)	20,000	—	—
33.	Shri A.R.T. Mariappa Nadar, Prop. M/s. A.R.T. Mariappa Nadar, No.21, Eruthukara Street, Nagapattinam.	12(2)	10,500	—	—

1	2	3	4	5	6
34.	Shri M. Naina Mohd, New Colony, Mayuram Taluk, Tanjore Dist.	9(1)(b)	10,000	—	—
35.	Shri J. Sigamani, Bethal House of Prayer, 1, Sixty Street, Kumarappa Nagar, Katpadi, N.A. Distt.	5(1)(aa) 14.	15,000	U.S. \$342	—
36.	Shri K.K. Reddy, No. 7, Viswesaran Street, Subhash Nagar, Madras-44.	Sec.14	10,000	—	—
37.	Shri V.P. Ramanathan, 120, Main Road, Ponnamaravathy, Pudukottai District.	5(1)(aa) 5(1)(c) 9(1)(d)	60,000	—	—
38.	Shri V.A. Abdul Jabbar, East Street, Athikadai, Tanjore.	5(1)(aa) 5(1)(c)	18,500	Rs. 98,000	—
39.	Shri T. Ramalingam, M/s. Ranjanna Stores, 40-B, Subhas Bose Road, Trichy-2.	5(1)(d) 5(1)(d) 9(1)(e)	10,500	—	—
40.	Smt. Palaniamma W/o Shri I. Kalinnan, Shottiyapatti Village, Namakkal Tk., Salem.	5(1)(aa) 5(1)(c)	—	Rs. 40,000 Rs. 12,650 Rs. 10,000	— — —
41.	Shri Vasudevamurthy, Vadali, 3/3, Type 4, Rly, Qrs, Road No.4, South Lallguda, Secunderabad.	16(1)(b) Sec.14 Sec.14	10,000	—	—
42.	Shri S.M. Kader Kadayara, Kotharamthurithi, Perumathural P.O., Azhoor Village, Trivandrum.	5(1)(c)	34,000	Rs. 13,285	—
43.	Shri M.M. Kassiam, Kadayara House, Azhoor Village, Cirayinkal Taluk, Trivandrum District.	5(1)(c) 5(1)(aa)	10,000 4,000	— —	— —
44.	(i) Shri Vaiyapuri Pillai, S/o Mautha Pillai, Vaiyapuri Pillai & Co., No.3/67, Godown Street, Madras-1. (ii) Shri Aravandi Pillai, S/o Vairapommal, Nagapath Village, Musiri Tk., Trichy District.	5(1)(d) 5(1)(a) 9(1)(b)	10,000 10,000	— —	— —
45.	M/s. Meenakshi Seethalakshmi, M.M. Street, Karaikudi, M/s. Meenakshi Seethalakshmi, Bankers.	5(1)(aa) 5(1)(a) 5(1)(d) 5(1)(c)	32,750	—	—
46.	Shri K. Viswambaram, Pravice Bankers, Puthenchenthai, Varkals.	5(1)(aa)	16,200	—	—
47.	Shri Abraham Jose, Manamel House, Nadunikkunnam P.O. Changanassery, Kerala.	5(1)(c) 5(1)(aa)	5,000 13,000 18,000	— — —	— — —
48.	Smt. Radha H. Advani, No. 10-A, Curley Street, Richmod Town, Bangalore.	5(1)(aa) 5(1)(c)	10,000	—	—
49.	Shri K. Verghese Thomas, Kochupilamoothu House, Kumbanad P.O., Thiruvilla.	5(1)(aa) 5(1)(c)	13,360	—	—
50.	Shri K. Abdulla, Mannagham Veedu, Thalakadu, Tirur.	5(1)(aa)	24,000	—	—
51.	Shri Kurnju Krishna Pillai, Vasudeva Vilasam, Navalkulam, Trivandrum.	9(1)(c) 9(1)(b) 5(1)(aa) 5(1)(c)	25,000	—	—
52.	Mrs. Carmely Vincent, Retervilla, Thangaswamy, Quilon.	5(1)(c)	13,200	—	—

1	2	3	4	5	6
53.	Shri C.K. Veeran Kutty, Love Dale, Farookh College, Calicut, Kerala.	5(1)(aa) 4(1)	16,000	Rs. 10,000	--
54.	Smt. M. T. Jameela Jabbar, Zubaida Alsab, Gurakkalkulam, Cannanore.	5(1)(aa) 9(1)(b)	12,300	Rs. 17,764.49	---
55.	(i) Shankaranarayan Nair, No. 137, Paul Street, Seelamban, M.S., Malaysia.	5(1)(a)	5,000	Rs. 20,000	---
	(ii) C.P. Govindan Kutty Nair, C. Palancherry House, Killiangulam, Trichur District.	5(1)(aa)	10,640	—	---
56.	Shri K. Damodaran, Podikkal House, Quilon-5	5(1)(aa)	1,000	Rs. 30,000	---
57.	Smt. L. Sradat, Angavilla House, Vakkam P.O.	5(1)(aa)	35,250	Rs. 1,375	---
58.	Shri M. Mohamed Isa, 4-137, Iqbal Street, Vadakarai, Mayuram Taluk, Tanjore District.	5(1)(aa)	3,000	Rs. 45,000	---
59.	Shri Mola Singh, S/o Shri Rattan Singh, Dilkusha Market, Jullundur.	5(1)(aa) 5(1)(b) Sec. 14	10,000 7,000 100 17,100	--	---
60.	Shri Malkat Singh, S/o Shri Lal Singh, Vill : Kala Sangha, District Kapurthala.	9(1)(b)	15,000	---	---
61.	Shri Sohan Singh, Vill : Jindowal, Tehsil, Nawanshahr, District Jullundur.	9(1)(b)	10,000	—	---
62.	Shri Ranjit Singh, S/o Shri Hazara Singh, V.P.O. Chand Nawan, District Faridkot.	5(1)(aa)	10,000	--	---
63.	Shri Kartar Singh Khara, S/o Gunga Ram, Hoshiarpur.	5(1)(aa)	10,000	—	---
64.	Shri Prem Singh, S/o Gurdit Singh, V.P.O. Charkar, District Ropar.	5(1)(c) 5(1)(c) 5(1)(aa) 5(1)(aa)	8,000 4,000 1,000 2,000	—	---
65.	Shri Kabul Singh, S/o Shri Buta Singh, Vill Raipur Rasulpur, District Jullundur.	5(1)(aa) 5(1)(a)	5,000 11,000	—	---
66.	(i) Shri Noohu Abdul Khader, Room No.26, 3rd Floor, Topiwala Mansion, Mohd. Ali Road, Bombay.	5(1)(c) 4(1) & 4(2)	2,00,000	Rs. 1,30,785	---
	(ii) Shri Hameed Abdul Kadar, M. Abdullah [address as on (i)]	5(1)(c) 4(1) & 4(2)	2,00,000	Rs. 2,23,000	---
	(iii) Shri Abdul Karoem, 20, Mylai Pariyatani Street, Madras.	5(1)(c)	1,00,000	Rs. 1,14,480	---
	(iv) Shri Huseed Mohd., Sadatullah, 20, North Guzzi Street, Trichirapalli.	5(1)(c)	1,00,000	—	---
	(v) Shri A. M. Farook, 1st Floor, 11, South Masji Street, Madurai.	5(1)(c)	2,00,000	Rs. 1,04,791	---

ऊर्जा मंत्रालय**(विद्युत विभाग)****आदेश**

नई दिल्ली, 29 अप्रैल, 1981

का० आ० 1764—केंद्रीय सरकार, भारतीय विद्युत् नियम, 1956 के नियम 133 के उपनियम (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निवेश देती है कि उक्त नियम के --

1. नियम 115,
2. नियम 116,
3. नियम 117 के उपनियम (1) और उपनियम (5),
4. नियम 118 के परन्तुक के खण्ड (क) और (ग),
5. नियम 119 के उपनियम (1) के परन्तुक के खण्ड (ग)
6. नियम 122 के खण्ड (छ)
7. नियम 123 के उपनियम (7) और
8. नियम 130

के उपबन्ध, मसमं नेबेली लिगनाइट कार्पोरेशन लिमिटेड के नेबेली लिगनाइट खान में, टाइप ई० के० जी० 4.6 बी-633 के एक 3.3 किलो वोल्ट के रसी मेक के ऐसे विद्युत् शक्ति के प्रयोग के सम्बन्ध में जिनमें,—

अर्थात् :—

1. हाई टेन्शन केबल,
2. हाई टेन्शन पेल,
3. हाई टेन्शन डिस्कनेक्टर,
4. हाई टेन्शन प्रॉयल सर्किट ब्रेकर,
5. सविस् ट्रांसफार्मर

विद्युत् साधन लगे हैं, निम्नलिखित सीमा तक शिथिल किए जाएंगे, अर्थात् :—

(1) नियम 115 और नियम 117 के उपनियम (1) के शिथिलीकरण में, भू-सम्पर्क स्थापित करने के लिए मशीन की संरचना का उपयोग किया जा सकता है ;

(2) नियम 116 के शिथिलीकरण में, शक्ति में 230 वोल्ट प्रणाली में, भू-दोष संरक्षण की व्यवस्था नहीं ;

(3) नियम 118 के परन्तुक के खण्ड (क) के शिथिलीकरण में, शॉवेल में मोटर जनित सेट के लिए मुखाह्य मोटर, 3.3 किलो वोल्ट पर उपयोग की जा सकती है ;

(4) नियम 119 के उपनियम (1) के परन्तुक के खण्ड (क) के शिथिलीकरण में, सहज उपकरण, जो 3.3 किलो वोल्ट की ऊर्जा का उपयोग कर रहे हैं, शॉवेल पर, जो सुचारु होता है और एक स्थान से दूसरे स्थान को ले जाया जाता है, संस्थापित होने के कारण स्थिर साधन नहीं होगा ;

(5) नियम 118 के परन्तुक के खण्ड (ग) के शिथिलीकरण में, उत्खनन के भीतर, 127 वोल्ट प्रणाली का प्रकाश प्रदाय जो फेजों और 40 किलो वोल्ट एम्पायर 3300/230 वोल्ट साहायक ट्रांसफार्मर के उदासीन बिन्दु के मध्य प्राप्त हुआ है, यदि उस पर विशेष रूप से विचार किया गया है तो उपयोग किया जा सकता है ;

(6) नियम 117 के उपनियम (5) और नियम 130 के शिथिलीकरण में, शक्ति में 40 किलो वोल्ट एम्पायर ट्रांसफार्मर के उदासीन बिन्दु का भू-सम्पर्क नहीं किया जाएगा ;

(7) नियम 122 के परन्तुक के खण्ड (छ) के शिथिलीकरण में, आवश्यक केबलों का, जिनको कुछ अवस्थितियों में ही संवहन अनुज्ञात करने

के लिए धातु-पाइपो या पट्टियों में बन्द नहीं किया गया है, उपयोग किया जा सकता है ; और

(8) नियम 123 के उपनियम (7) के शिथिलीकरण में, अधिक से अधिक 300 मीटर लम्बे लचीली केबल का उपयोग शक्ति के भीतर किया जा सकता है और यह शिथिलीकरण निम्नलिखित शर्तों के अधीन होगा, अर्थात् :—

1. 3.3 किलो वोल्ट ट्रेलिंग केबल को प्रदाय या नियंत्रण करने वाला, 3.3 किलो वोल्ट सर्किट ब्रेकर में दक्ष भू-संरक्षण संरक्षण की व्यवस्था की जाएगी, जिसमें कि भू-सम्पर्क हो जाने की वजह से, प्रदाय को तुरन्त बन्द किया जा सके ।

2. लचीले केबल को 3.3 किलो वोल्ट प्रदाय को नियंत्रित करने वाले सर्किट ब्रेकर के ओवरकरंट ट्रिप, 3.3 किलो वोल्ट मोटर और मशीन में लगे ट्रांसफार्मर के रेटिंग के अनुरूप होंगे ।

3. मशीन के अन्दर का स्थापन और वायरिंग, भारतीय विद्युत् नियम, 1956 के सुवर्ण उपबन्धों के, विशेषकर नियम 115 में 117 तक, नियम 124 और 125

[उपनियम (1), (4), (7), (8) और (9) अनुसार होंगे ।

4. लचीले ट्रेलिंग केबल को, विद्युत् प्रदाय प्रणाली और मशीन में, उचित तौर पर बनाए गए संयोजक बॉक्सों या पूर्णतया बन्द सुरक्षित संयोजकों की द्वारा जोड़ा जाएगा ।

5. लचीले ट्रेलिंग केबल सहित शक्ति पर और उचित मन्त्रित्व कार्य पूरे ध्यान से किया जाएगा जिसमें कि किसी वैद्युत् खराबी या उसके प्रयोग के कारण उत्पन्न होने वाले खाने में अज्ञात जा सके । उक्त वोल्टता सर्किट में, जिसमें चालक मोटर सम्मिलित है, विद्युत् राशी, प्रतिरोधी किसी समय भी 10 मेघा एच०एम० एस० से कम नहीं होगा ।

6. शॉवेलों के प्रचालकों, जो खतरे से बचने के लिए मशीनों को दक्षतापूर्वक और ध्यान से चलाने के लिए नियम 3 के अधीन प्रशिक्षित और प्राधिकृत किया जाएगा ।

7. शक्ति की कार्य-संरचना को, भू-सम्पर्क स्थापित करने के लिए, भू-सम्पर्क संचालक से जोड़ कर भू-सम्पर्कित किया जाएगा ;

परन्तु पूर्वोक्त शिथिलीकरण केवल उक्त समय के लिए श्राद्धमान्य होगा जितने समय तक उक्त मशीनें उस खान में उपयोग में रहती हैं और जैसे ही उन मशीनों को खान में से बाहर किया जाए, वैसे ही अनिवार्य खान सुरक्षा (वैद्युत्) की मार्फत केंद्रीय सरकार को सम्यक सूचना दी जाएगी ।

[म० 6/7/75-ई० एन० 11/रेस्क-1]

शिवा मण्डल, अवर मन्त्रि

MINISTRY OF ENERGY**(Department of Power)****ORDER**

New Delhi, the 29th April, 1981

S.O. 1764.—In exercise of the powers conferred by sub-rule (2) of rule 133 of the Indian Electricity Rules, 1956 the Central Government hereby directs that the provisions of :—

1. rule 115,
2. rule 116,
3. sub-rule (1) and sub-rule (5) of rule 117,
4. clauses (a) and (c) of the proviso to rule 118,
5. clause (a) of the proviso to sub-rule (1) of rule 119,
6. clause (g) of rule 122,
7. sub-rule 7 of rule 123, and
8. rule 130

of the said rules shall be relaxed in respect of the use in Neyveli Lignite Mine of M/s. Neyveli Lignite Corporation Limited of one 3.3 kilo-volts Russian make Electric Shovel, type EKG 4, 6B-633 equipped with electrical apparatus detailed below :—

1. High Tension Cable,
2. High Tension Panel,
3. High Tension Disconnecter,
4. High Tension Oil Circuit Breaker,
5. Service Transformer

to the extent that

- (1) in relaxation of rule 115 and sub-rule (1) of rule 117, the structure of machine may be used for establishing earth connection ;
- (2) in relaxation of rule 116, the 230 volts system in the shovel may not be provided with earth fault protection;
- (3) in relaxation of clause (a) of the proviso to rule 118, the portable motor for the motor generator set in the shovel may be used at 3.3 kilo-volts
- (4) in relaxation of clause (a) of the proviso to sub-rule (1) of rule 119, one 40 kilo-volt-ampere, 3300/230 volts three phase/star transformer with its associated equipment using energy at 3.3 kilo-volts may not be a fixed apparatus as being installed on a shovel, moving from place to place, the same having a portable sense ;
- (5) in relaxation of clause (c) of the proviso to rule 118, 127 volts system of lighting supply within the excavators obtained between phases and neutral point of 40 kilo-volt-ampere 3300/230 volt auxiliary transformer the same is specially considered and may be used,
- (6) in relaxation of sub-rule (5) of rule 117 and rule 130, the neutral point of 40 kilo-volt ampere transformer in the shovel may not be earthed;
- (7) in relaxation of clause (g) of the proviso to rule 122, screened cables, not enclosed in metal pipes or casings to permit their movement in certain locations may be used ; and
- (8) in relaxation of sub-rule (7) of rule 123, flexible cable of length not exceeding 300 meters may be used with the shovel and that the relaxation shall be subject to the following conditions :
 1. The 3.3 kilo-volts circuit breaker controlling supply to the 3.3 Kilo-volts trailing cable shall be provided with efficient earth leakage protection, for disconnection of supply from the system in the event of an earth fault taking place in the same.
 2. The overcurrent trips of the circuit breaker controlling 3.3 Kilo-volts supply to the flexible cable shall be in keeping with the rating of the 2.3 Kilo-volts motor and the transformer installed in the machine.
 3. The installation and wiring inside the machine shall comply with the relevant provisions of the Indian Electricity Rules, 1956, in particular rules 115 to 177, 124 and 125 [sub-rules (1), (4), (7), (8) and (9)]
- 4 The flexible trailing cable should be connected to the electric supply system and the machine by properly constructed connector boxes or totally enclosed safe attachments.
5. The shovels along with the flexible trailing cable shall be worked and handled with due care, so as to avoid danger arising out of any electrical defect or in use. The insulation resistance of the High Voltage circuit including the driving motor shall at no time be less than 10 mega ohms.
6. The operators of the shovels shall be trained and authorised under rule 3 for operating the machines with competency and due care to avoid danger.

7. The body structure of the shovel shall be earthed by connecting it to the earthing conductor for establishing earth connection.

Provided that the aforesaid relaxation shall be valid for such time as the said machines are in use in the mine and due information shall be given to the Central Government through the Deputy Director of Mines Safety (Electrical) as soon as the machines are taken out of the mine.

[No. 6/7/75-EL, II/Desk-I]

SHIPRA MANDAL, Under Secy.

पेट्रोलियम, रसायन और उर्बरक मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 1 जून 1981

का० आ० 1765 —यत्न पेट्रोलियम और खनिज पदार्थवाहन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अन्तर्गत भारत सरकार के पेट्रोलियम, रसायन और उर्बरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का०आ० सं० 287 तारीख 31-12-80 द्वारा केन्द्रीय सरकार ने उक्त अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पदार्थ वाहनों को विद्युत के प्रयोजन के लिए अर्जित करने का अथवा प्राणय आपन कर दिया था।

और यत्न सभ्य प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अन्तर्गत सरकार को रिपोर्ट दे दी है।

और आगे, यत्न केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिर्देश किया है।

अब, यत्न उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पदार्थवाहन विद्युत के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने के बजाय तब और प्राकृतिक गैस आवागमन में, सभी आवागमन में सूक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

कृप नं० एस०डी०एम० से जी०जी०एम० 1 सोसायन

राज्य—गुजरात

जिला और तालुका—महसाणा

गांव	राज नं०	हेक्टेयर	एम्प्लॉई	सेन्टीयर
महसाणा		00	01	80
	2003	00	31	65
	2004	00	12	10
	355			
	2004	00	13	20
	354			
	2004	00	17	20
	357			
	2004	00	02	75
	352			

[स० 12016/62/80 प्र०]

MINISTRY OF PETROLEUM, CHEMICALS AND FERTILIZER

(Department of Petroleum)

New Delhi, the 1st June, 1981

SO. 1765.—Whereas by a notification of the Government of India in the Ministry of Petroleum, Chemicals and Fertilizer, (Department of Petroleum), S.O. 287 dated 31-12-80 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipelines ;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government ;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline:

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

R.O.U. from DS well No. SDS to GGS-I Sobhasan
State : Gujarat District & Taluka : Mehsana

Village	Survey No.	Hec- tare	Are	Cent- tate
Mehsana	NIL	00	01	80
	2003	00	31	65
	2004	00	12	10
	355			
	2004	00	13	20
	354			
	2004	00	17	20
	357			
	2004	00	02	75
	352			

[No. 12016/62/80-Prod.]

का० भा० 1766:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में गुरान टर्मिनल से गैस टर्बोइन प्रोजेक्ट तक पेट्रोलियम के परिवहन के लिये पाइप लाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एतद्पात्र अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3

की उपधारा (1) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में जिनर कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिये आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, (बम्बई, प्लॉट नं० 9, मि० कला० ही० मो० पन्नेल, जिला राय-गढ़, महाराष्ट्र) को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट. यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी मूनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

गुरान टर्मिनल से एम०एस०ई०सी० गैस टर्बोइन प्रोजेक्ट भेडखन तक पाइप-लाइन बिछाने के लिये

महाराष्ट्र राज्य — जिला — रायगढ़ — तालुका — गुरान
गांव सर्वेक्षण न० त्रैफ्टेयर एग्राई सेट्टेयर

1	2	3	4	5	6
छांजी	68	0	0	01	3
	69	0	0	05	5
	71	1	0	03	5
	73	1A	0	00	2
	73	1B	0	03	5
	75	1	0	01	8
	75	3	0	03	0
	76	1	0	00	3
	76	2	0	03	0
	78	1A	0	04	0
	128	0	0	01	2
	129	2	0	01	5
	129	4	0	01	3
	129	9	0	00	8
	130	3	0	00	3
	131	2	0	00	5
	131	3	0	00	5
	131	5	0	01	5
	131	8	0	00	8
	131	9	0	01	0
	131	10	0	00	2
	131	15	0	00	8
	133	2	0	00	7
	133	3	0	01	3
	133	4	0	00	2
	137	1	0	01	8
	137	2	0	01	3
	137	5	0	00	2
	137	6	0	02	8
	137	7	0	00	2
	138	6+9+10B	0	00	2
	138	11	0	01	0
	140	1	0	02	0
	140	2	0	02	0
	144	1B	0	05	2
	144	1D	0	00	8
	146	2	0	00	5
	146	4	0	00	3

1	2	3	4	5	6
	146	6	0	01	0
	147	2	0	01	3
	147	3	0	00	8
	148	3	0	01	5
	नाला	—	0	00	5
	करंजा रोड	—	0	00	7

[सं० 12016/15/81-प्रो०]

S.O. 1766.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Uran Terminal to Gas Turbine Project in Maharashtra State Pipeline should be laid by the Oil and Natural Gas Commission.

And whereas, it appears that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Mineral Pipelines (Acquisition of right of user in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that, any person interested in the said land may, within, 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission.

And every person making such an objection shall state specifically where he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from Uran Terminal to M.S.E.B. Gas Turbine Project, Bhendkhal

State—Maharashtra		District : Raygad		Taluka : Uran	
Village	Survey No.	HecatrAre. Centare.			
1	2	3	4	5	6
Chanje	68	0	0	01	3
	69	0	0	05	5
	71	1	0	03	5
	73	1A	0	00	2
	73	1B	0	03	5
	75	1	0	01	8
	75	3	0	03	0
	76	1	0	00	3
	76	2	0	03	0
	78	1A	0	04	0
	128	0	0	01	2
	129	2	0	01	5
	129	4	0	01	3
	129	9	0	00	8
	130	3	0	00	3
	131	2	0	00	5
	131	3	0	00	5
	131	5	0	01	5
	131	8	0	00	8
	131	9	0	01	0
	131	10	0	00	2
	131	15	0	00	8
	133	2	0	00	7
	133	3	0	01	3
	133	4	0	00	2

1	2	3	4	5	6
Chanje	137	1	0	01	8
	137	2	0	01	3
	137	5	0	00	2
	137	6	0	02	8
	137	7	0	00	2
	138	6+9+10B	0	00	2
	138	11	0	01	0
	140	1	0	02	0
	140	2	0	02	0
	144	1B	0	05	2
	144	1D	0	00	8
	146	2	0	00	5
	146	4	0	00	3
	146	6	0	01	0
	147	2	0	04	3
	147	3	0	00	8
	148	3	0	01	5
	Nala	—	0	00	5
	Karanja	—	0	00	7
	Road	—	0	00	7

[No 12016/15/81-Prod.]

का० आ० 1767:—यह केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में युरान टर्मिनल से गैस टर्बाईन प्रोजेक्ट तक पेट्रोलियम के परिवहन के लिये पाइपलाइन लेन तथा प्राकृतिक गैस आयोग द्वारा विछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एतद्वाक्य अतिसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद् द्वारा घोषित किया है।

बतर्क कि उक्त भूमि में हितशुद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिये आक्षेप मशम प्राधिकारी, नेल तथा प्राकृतिक गैस आयोग, (बम्बई, प्लान नं० 9, मि० बला० हौ० सो० नपयेन, जिला रायगढ़, महाराष्ट्र) को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी मृतवांर व्यक्तिगत हो या किसी विशिष्ट व्यवसायी की मर्फत।

अतिसूची

युरान टर्मिनल से एम० एम० ई० वी० गैस टर्बाईन प्रोजेक्ट भेडखल तक बिछाने के लिये

महाराष्ट्र—राज्य	जिला—रायगढ़	तालुका—युरान			
गांव	मर्भाग	नंबर	इंस्टेंस	एम्प्लॉई	सैटियर
मन्त्रियरी	13	1	0	03	5
	11	0	0	04	7
	24	2	0	05	3
	32	3	0	01	3

1	2	3	4	5
	32	4	0	01
	32	5	0	00
	32	6	0	02
	33	2	0	00
	34	3 डी	0	01
	34	4	0	03
	34	10	0	01
	नामा	—	0	03

[सं० 12016/15/81-प्र० I]

S.O. 1767.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Uran Terminal to Gas Turbine laid by the Oil and Natural Gas Commission.

And whereas, it appears that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Mineral Pipelines (Acquisition of right of user in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that, any person interested in the said land may, within, 21 days from the date of this notification, object to laying of the pipeline under the land to the Competent Authority. Oil and Natural Gas Commission, Plot No. 9, Middle Class Housing Society Panvel, Dist. Raygad.

And every person making such an objection shall state specifically where he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from Uran Terminal to M.S.E.B. Gas Turbine Project Bhendkhal

State—Maharashtra		District : Raygad		Taluka : Uran	
Village	Survey No.	Hec-tare	Area	Centare	
Mhativali	13	1	0	03	5
	14	0	0	04	7
	28	2	0	05	3
	32	3	0	01	3
	32	4	0	01	0
	32	5	0	00	7
	32	6	0	02	0
	33	2	0	00	3
	34	3D	0	01	5
	34	4	0	03	7
	34	10	0	01	7
	Nala	—	0	03	7

[No. 12016/15/81-Prod-I]

का० आ० 1768 :—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य युरान टर्मिनल से गैस टर्बाइन प्रोजेक्ट तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एतद्पावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

वर्षों कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिये आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग (बम्बई, प्लॉ० नं० 9, मि० क्ल० हौ० सो० पनवेल, जि० राय-गढ़, महाराष्ट्र) को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चित यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

युरान टर्मिनल से एम० एम० ई० बी० गैस टर्बाइन प्रोजेक्ट भेंडखल तक पाइपलाइन बिछाने के लिये

महाराष्ट्र—राज्य	जिला—रायगढ़		तालुका—युरान		
गाव	सर्वेक्षण	नंबर	हेक्टेयर	एकड़ ई	सेंटेयर
भेंडखल	158	3	0	00	9
	158	4	0	01	0
	160	1	0	01	5
	160	2	0	01	2
	160	12	0	00	3
	161	1	0	00	8

[सं० 12016/15/81-प्र० III]

S.O. 1768.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Uran Terminal to Gas Turbine Project Bhendkhal in Maharashtra State pipelines should be laid by the Oil and Natural Gas Commission.

And whereas, it appears that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Mineral Pipelines (Acquisition of right of user in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Provided that, any person interested in the said land may, within 21 days from the date of this notification, object to laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Plot No. 9, Middle Class Housing Society Panvel, Dist. Raygad, State Maharashtra.

And every person making such an objection shall state specifically where he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from Uran Terminal to M.S.E.B. Gas Turbine Project
Bhendkhal

State—Maharashtra		District : Raygad		Taluka : Uran	
Village	Survey No.	Hec- tare-	Acre	Centare	
Bhendkhal	153	3	0	00	9
	158	4	0	01	0
	160	1	0	01	5
	160	2	0	01	2
	160	12	0	00	3
	161	1	0	00	8

[No. 12016/15/81-Prod.III]

का० भा० 1769 :—यनः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में युरान टर्मिनल से गैस टर्बाइन प्रोजेक्ट तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

और यनः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एम्बुलाइज्ड अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिये आशेष सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, (बम्बई, प्ला० नं० 9, मि० ब्ला० हौ० नं० 10, पनवेल, जिला रायगड) को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आशेष करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यावसायी की मार्फत।

अनुसूची

युरान टर्मिनल से एम० एस० ई० बी० गैस टर्बाइन प्रोजेक्ट भेंडखल तक पाइपलाइन बिछाने के लिये

महाराष्ट्र—राज्य		जिला—रायगड		तालुका—युरान	
गांव	सर्वेक्षण	नंबर	हेक्टेयर	एकर	सेंटेयर
1	2	3	4	5	6
कलाडहोंडा	23	1	0	02	0
	23	2 ए	0	02	2
	23	3	0	00	2
	23	4	0	00	2
	24	1	0	03	6
	36	0	0	02	6
	37	2	0	01	2
	37	3	0	02	1
	38	1	0	01	0
	39	3	0	01	2
	39	4	0	00	5
	39	5 बी	0	01	8
	39	7	0	01	0

1 2 3 4 5 6

कलाडहोंडा	39	8	0	00	2
	45	6	0	00	2
	45	7	0	01	0
	46	1 ए	0	00	2
	46	4 बी	0	00	5
	46	5	0	00	5
	46	6	0	00	7
	46	7	0	00	8
	46	8	0	00	8
	46	13	0	01	0
	58	1	0	00	2
	58	2	0	00	5
	58	3	0	00	8
	58	4	0	00	5

[सं० 12016/15/81-प्रो० IV]

S.O. 1769.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Uran Terminal to Gas Turbine Project Bhendkhal in Maharashtra State pipelines should be laid by the Oil and Natural Gas Commission.

And whereas, it appears that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Mineral Pipelines (Acquisition of right of user in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Provided that, any person interested in the said land may, within 21 days from the date of this notification, object to laying of the pipeline under the land to the Competent Authority. Oil and Natural Gas Commission. Plot No. 9, Middle Class Housing Society Parvel, Dist. Raygad, State Maharashtra.

And every person making such an objection shall state specifically where he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from Uran Terminal to M.S.E.B. Gas Turbine Project
Bhendkhal

State—Maharashtra		District : Raygad		Taluka : Uran	
Village	Survey No.	Hec- tare	Acre	Centare	
1	2	3	4	5	6
Kaladhonda	23	1	0	02	0
	23	2A	0	02	2
	23	3	0	00	2
	23	4	0	00	2
	24	1	0	03	6
	36	0	0	02	6
	37	2	0	01	2
	37	3	0	02	1
	38	1	0	01	0
	39	3	0	01	2
	39	4	0	00	5
	39	5B	0	01	8
	39	7	0	01	0
	39	8	0	00	2

(1)	(2)	(3)	(4)	(5)	(6)
	45	6	0	00	2
	45	7	0	01	0
	46	4A	0	00	2
	46	4B	0	00	5
	46	5	0	00	5
	46	6	0	00	7
	46	7	0	00	8
	46	8	0	00	8
	46	13	0	01	0
	58	1	0	00	2
	58	2	0	00	5
	58	3	0	00	8
	58	4	0	00	5

[No. 12016/15/81-Prod.IV]

का० अ० 1770:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में युरान टर्मिनल से गैस टर्बाईन प्रोजेक्ट तक पेट्रोलियम के परिवहन के लिये पाइपलाइन लेव तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी लाइनों के बिछाने के प्रयोजन के लिये एनप्लाइड अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एनप्लाइड घोषित किया है।

वर्णन कि उक्त भूमि में निम्नलिखित कोई व्यक्ति, उक्त भूमि के नीचे पाइपलाइन बिछाने के लिये आक्षेप सक्षम प्राधिकारी, लेव तथा प्राकृतिक गैस आयोग, (बम्बई, प्ला० नं० 9, मि० क्ला० हौ० सो० पतवेल, जिला रायगढ़) को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी मुनबाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

युरान टर्मिनल से एम० एस० ई० बी० गैस टर्बाईन प्रोजेक्ट भेंडक़ल तक पाइपलाइन बिछाने के लिये

महाराष्ट्र—राज्य	जिला—रायगढ़	तालुका—युरान			
गांव	सर्वेक्षण संवर	हेक्टेयर एमार्ई	सेंटेयर		
(1)	(2)	(3)	(4)	(5)	(6)
बोकाडवीरा	112	1/19	0	03	0
	112	1/21	0	00	3
	112	1/22	0	03	3
	112	1/23	0	09	5
	112	3/32	0	02	0
	112	3/33	0	03	3
	112	3/34	0	08	5
	112	3/35	0	00	8
	112	4 ए	0	00	3
	112	4 ब	0	03	6
	119	1	0	00	8
	119	2	0	00	5

(1)	(2)	(3)	(4)	(5)	(6)
	119	3	0	00	5
	119	4	0	00	8
	119	6	0	00	3
	119	8	0	00	2
	124	4	0	01	7
	124	5	0	01	3
	नाला	—	0	00	8
	खोपटा रोड	—	0	01	5
	रेलवे	—	0	56	7

[सं० 12016/15/81—प्र० V]

S.O. 1770.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Uran Terminal to Gas Turbine Project Bhendkhal in Maharashtra State, pipelines should be laid by the Oil and Natural Gas Commission.

And whereas, it appears that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the power conferred by sub-section (1) of the section 3 of the Petroleum and Mineral Pipelines (Acquisition of right of user in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Provided that, any person interested in the said land may, within 21 days from the date of this notification, object to laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Plot No. 9, Middle Class Housing Society Panyel, Dist. Raygad, State Maharashtra.

And every person making such an objection shall state specifically where he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from Uran Terminal to M.S.F.B. Gas Turbine Project Bhendkhal

State : Maharashtra	District : Raygad	Taluka : Uran			
Village	Survey No.	Hec-tare	Are	Can-tare	
Bokadwira	112	1/19	0	03	0
	112	1/21	0	00	3
	112	1/22	0	03	3
	112	1/23	0	09	5
	112	3/32	0	02	0
	112	3/33	0	03	3
	112	3/3	0	05	5
	112	3/35	0	00	8
	112	4A	0	00	3
	112	4B	0	03	8
	119	1	0	00	8
	119	2	0	00	5
	119	3	0	00	5
	119	4	0	00	8
	119	6	0	00	3
	119	8	0	00	2
	124	4	0	01	7
	124	5	0	01	3
	Nala	—	0	00	8
	Khopta	—	0	01	5
	Road	—	0	01	5
	Railway	—	0	56	7

[No. 12016/15/81-Prod. V]

कांभा 1771.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में युरान टर्मिनल से गैस टर्बाइन प्रोजेक्ट तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

और यतः यह प्रतीत होता है कि ऐसी ज़ादनों के बिछाने के प्रयोजन के लिये एतद्पावड़ अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अधिनियम) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियाँ का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

वर्णित कि उक्त भूमि में तबतक कोई व्यक्ति, उस भूमि के मालिक पाइपलाइन बिछाने के लिये आक्षेप सूचना प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग (बम्बई, प्लाट नं० 9, मिन्कण्डोही रोड, धनशेखर, जिला रायगड, महाराष्ट्र) को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करते वाला हर व्यक्ति विनिवृत्त यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

युरान टर्मिनल से एम०एस०ई०बी० गैस टर्बाइन प्रोजेक्ट भेडक़्खल तक पाइपलाइन बिछाने के लिये

महाराष्ट्र : राज्य	जिला : रायगड	तालुका : युरान
गाँव	सर्वेक्षण की संख्या	हैक्टेयर ए०आर० सेंटेयर ई०
नागाोन	46 1	0 02 5
	46 2	0 03 5
	46 3	0 01 5
	46 4	0 01 0
	47 1	0 01 5
	48 1 बी	0 04 2
	48 3 + 4	0 01 0
	48 6/1	0 02 5
	48 8	0 00 3
	49 3 बी + 5	0 01 0
	49 3 क	0 01 0
	59 10	0 01 5
	62 1	0 00 5
	62 2 बी	0 00 7
	62 3	0 01 0
	62 5	0 00 3
नाना		0 00 8

[सं० 12016/15/81-प्रो०-VI]

टी० एन० परमेश्वरन, अवसर सचिव

S.O. 1771.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Uran Terminal to Gas Turbine Project Bhendkhal in Maharashtra State pipelines should be laid by the Oil and Natural Gas Commission.

And whereas, it appears that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Mineral Pipelines (Acquisition of right of user in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Provided that, any person interested in the said land may, within 21 days from the date of this notification, object to laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Plot No. 9, Middle Class Housing Society Panvel, Dist. Raygad, State Maharashtra.

And every person making such an objection shall state specifically where he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from Uran Terminal to M.S.E.B. Gas Turbine Project Bhendkhal

State—Maharashtra	District : Raygad	Taluka : Uran
Village	Survey No.	Has- Area Con- tare tare
Nagaon	46 1	0 02 5
	46 2	0 03 5
	46 3	0 01 5
	46 4	0 01 0
	47 1	0 01 5
	48 1B	0 04 2
	48 3 + 4	0 01 0
	48 6/1	0 02 5
	48 8	0 00 3
	49 3B + 5	0 01 0
	49 3K	0 01 0
	59 10	0 01 5
	62 1	0 00 5
	62 2B	0 00 7
	62 3	0 01 0
	62 5	0 00 3
Nala		0 00 8

[No. 12016/15/81-Prod.VI]

T. N. PARAMESWARAN, Under Secy

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 3 जून, 1981

कांभा 1772.—यतः भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खण्ड (ख) के अनुसरण में गुजरात विश्वविद्यालय ने डा० पी०पी० मेहता को 16 अप्रैल, 1981 में भारतीय आयुर्विज्ञान परिषद् का सदस्य चुना है।

अतः अब उक्त अधिनियम की धारा (2) की उपधारा (1) के उपबन्धों का पालन करते हुए केन्द्रीय सरकार एतद्द्वारा भूतपूर्व स्वास्थ्य मंत्रालय की 9 जनवरी, 1960 की अधिसूचना सं० 5-13/59-एम 1 में निर्दिष्ट और संशोधन करती है।

उक्त अधिसूचना में "उप धारा 3 के खण्ड (ख) के अधीन" निम्नलिखित शीष के अन्तर्गत क्रम संख्या 11 और उसमें उल्लिखित प्रविष्टि के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टि रखी जाएगी, अर्थात् —

"11. डा० पी० पी० मेहता
रीन, फैकल्टी आफ मेडिसिन,
गुजरात विश्वविद्यालय,
15, तुलसीबाग, अम्बावादी,
अहमदाबाद-380006."

[सं० 11013/4/81-एम० ई० (नीति)]
के० एल० भट्टिया, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE (Department of Health)

New Delhi, the 3rd June, 1981

S.O. 1772.—Whereas in pursuance of the provision of clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. P. P. Mehta has been elected by the Gujarat University to be a member of the Medical Council of India with effect from the 16-4-1981.

Now, therefore, in pursuance of sub-section (1) of section 2 of the said Act, the Central Government hereby makes the following amendment in the notification of the late Ministry of Health No. 5-13/59-MI dated the 9th January, 1960, namely :—

In the said notification, under the heading "Elected under clause (b) of sub-section 3" for serial number 11 and entries relating thereto the following serial number and entries shall be substituted, namely :—

"11. Dr. P. P. Mehta,
Dean, Faculty of Medicine,
Gujarat University,
15, Tulsi Bag, Ambawadi,
Ahmedabad 380006."

[No. V. 11013/4/81-M.E. (Policy)]
K. L. BHATIA, Under Secy.

नौवहन और परिवहन मंत्रालय (हिन्दी अनुभाग)

नई दिल्ली, 4 मई, 1981

क्र०आ० 1773—भारत सरकार, नौवहन और परिवहन मंत्रालय की दिनांक 24 अप्रैल, 1981 की अधिसूचना के अनुक्रम में और राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10(4) के अनुक्रम में एन०आर० नौवहन और परिवहन मंत्रालय के निम्नलिखित कार्यालयों को अधिसूचित करती है, जहाँ 80 प्रतिशत और उससे अधिक कर्मचारियों में हिन्दी का कार्यमाध्यम ज्ञान प्राप्त कर लिया है—

1. मुख्य अभियंता कार्यालय (यांत्रिक),
सी-117-एच०, सेक्टर 'ए' महानगर,
लखनऊ।
2. मुख्य इंजीनियर और प्रशासक,
अण्डमान और लक्षद्वीप बंदरगाह निर्माण कार्य,
नई दिल्ली 110011।
3. समुद्री वाणिज्य विभाग,
सेल प्रकाश भवन,
पंडित नेहरू मार्ग, जामनगर।
4. सरकारी नौवहन कार्यालय, बम्बई।
5. भाड़ा जांच ब्यूरो, विशाखापत्तनम
अधीक्षक, प्रशिक्षण पोत 'मेखला', विशाखापत्तनम-35

[क्र० सं० एच पी यू/147/81]
सुवर्णेश वसुदेव, उप सचिव

MINISTRY OF SHIPPING AND TRANSPORT

(Hindi Section)

New Delhi, the 4th May 1981

S.O. 1773.—In continuation to the Ministry of Shipping and Transport's Notification dated the 24th April, 1981 and in pursuance of sub-rule (4) of Rule 10 of the Official Languages (use for official purposes of the Union) Rules, 1976, the Government of India hereby notifies the following Offices of the Ministry of Shipping and Transport, 80 per cent staff who have acquired working knowledge of Hindi :—

1. Office of the Chief Engineer (Mech)
C-117-H-Sector A, Mahanagar,
Lucknow.
2. Chief Engineer and Administrator,
Andaman and Lakshadweep Harbour Works,
New Delhi-110011.
3. Mercantile Marine Department,
Tej Prakash Bhavan,
Pt. Nehru Marg,
Jamnagar.
4. Govt. Shipping Office,
Bombay.
5. Freight Investigation Bureau
Visakhapatnam.
6. Office of the Superintendent
T.S. 'Mekhala'
Visakhapatnam-35.

[File No. HPU/147/81]
S. VASUDEV, Dy. Secy.

पूति और वृत्तवर्त मंत्रालय (पुनर्वास विभाग)

नई दिल्ली, 22 मई, 1981

क्र०आ० 1974.—निष्क्रान्त सम्पत्ति अधिनियम, 1950 (1950 का 31) की धारा 56 की उपधारा (2) खण्ड (घाट) के साथ पठित उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार इसके द्वारा निदेश देती है, कि निष्क्रान्त सम्पत्ति प्रणामन (केन्द्रीय) नियमावली, 1950 की धारा 32 तथा 35 के अन्तर्गत किए जाने वाले शुल्क का भुगतान इसके बाद प्रारम्भित राजस्व टिकटों जिन पर "अभिरक्षक फीस टिकट" शब्द छपे होते हैं की बजाय भारतीय पोस्टल ऑर्डर के रूप में किया जाएगा।

2 हमसे अधिसूचना सं० 78 (22)/51-सम्पत्ति दिनांक 25 फरवरी, 1953 का अधिसूचना किया जाता है।

[सं० 7(32)/77-एम०एम०-11]

एन०एम०बाधवानी, अवर सचिव

MINISTRY OF SUPPLY AND REHABILITATION

(Department of Rehabilitation)

New Delhi, the 22nd May, 1981.

S.O. 1774.—In exercise of the powers conferred by sub-section (1) read with clause (r) of sub-section (2) of Section 56 of Administration of Evacuee Property (Act XXXI of 1950), the Central Government hereby directs that the fees payable under rules 32 and 35 of the Administration of Evacuee Property (Central) Rules, 1950, shall henceforth be payable in the form of Indian Postal Orders instead of

unappropriated fiscal Stamps with the words "Custodian's Fee Stamps" overprinted thereon.

2. This supersedes Notification No. 78(2)/51/Prop. dated the 25th February, 1953.

[No. 7(52)/77-SS.II]

N. M. WADHWANI, Under Secy.

शुद्ध मंत्रालय

आदेश

नई दिल्ली, 14 मई, 1981

क्रमांक 1775. - केन्द्रीय सरकार का यह है कि इसमें उपाख्य अनुसूची में विनिर्दिष्ट विषय के बारे में तब और प्राकृतिक गैस पालेस, अहमदाबाद के प्रबंधन में संबंधित एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है।

और केन्द्रीय सरकार उस विवाद को व्यापक निर्णयन के लिए निर्दिष्ट करना बाध्यकारी समझती है।

अतः, केन्द्रीय सरकार औद्योगिक विवाद अधिनियम, 1947 (1947 वा 14) की धारा 7क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदान की गयी शक्ति का प्रयोग करते हुए, एक औद्योगिक अधि-करण का गठन करती है, जिसके अध्यक्षता अधिकांश श्री जी.एस. बारोस होंगे जिन्होंने मुद्रापात्र अहमदाबाद में हावा और उस विवाद को उक्त अधि-करण को नियमित करने के लिए निर्दिष्ट करती है।

अनुसूची

"क्या सो एन जा सी रियसन एंड दिस मन एम्प्लोयर्स, अहमदाबाद की उपाख्य 'क' में यथास्थित भाग न्यायोचित है। यदि हाँ, तो क्षेत्र में कार्य कर रहे कर्मचारी किस अनुसूची के और किस तारीख में, हकदार है?"

उपाख्य 'क'

1. यह कि क्षेत्रीय कर्मचारियों का उनके गन्तव्य स्थानों पर शिफ्ट बस के घाने के नियत समय में दो घंटे से ऊपर के लिए प्रतीक्षा करनी चाहिए।
2. यह कि यदि शिफ्ट बस संबंधित गन्तव्य स्थान पर दो घंटे के भीतर नहीं पहुँचती है तो कर्मचारी घर जा सकते हैं और उनकी उस तारीख का शक्ति प्राप्त होगी।
3. यह कि यदि कार्यस्थल में सवारी होने वाली शिफ्ट बस गन्तव्य स्थान पर निर्दिष्ट समय में तीन मिनट या अधिक देर पहुँचती है तो उन्हें विद्यमान नियमों के अनुसार अतिरिक्त भत्ता दिया जाना चाहिए।

[सं. एन. 30011/7/80-डी 3 बी]

के.के. हांडा, अवसर सचिव

MINISTRY OF LABOUR

ORDER

New Delhi, the 14th May, 1981

S.O. 1775.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Oil & Natural Gas Commission, Ahmedabad and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the

Central Government hereby constitutes an Industrial Tribunal of which Shri G.S. Barot shall be the Presiding Officer, with headquarters at Ahmedabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

'Whether the demand of ONGC Rigman & Topman Association, Ahmedabad as mentioned in Annexure 'A' is justified? If so, what relief and from what date the employees working in the field are entitled?'

ANNEXURE 'A'

1. That the field staff should wait for two hours over and above the fixed time of arrival of the shift bus at respective destination.

2. That if the Shift bus does not reach the respective destination within two hours, the employees may go home and they will be marked present on the said date.

3. That if the Shift bus carrying passengers from site reaches the destination beyond thirty minutes than prescribed time they should be paid overtime allowance as per the existing rules.

[No. L-30011/7/80-D.III.B.]

New Delhi, the 5th June, 1981

S.O. 1776.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad in the industrial dispute between the employers in relation to the management of Messrs C.D. Minerals, Keshalpur House, P.O. Katrasgarh, District Dhanbad, and their workmen, which was received by the Central Government on the 3rd June 1981.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1 DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 5 of 1978

PARTIES :

Employers in relation to the management of M/s. C. D. Minerals, Keshalpur House, P.O. Katrasgarh, Dhanbad.

AND

Their workmen.

PRESENT :

Mr. Justice B. K. Ray, Presiding Officer.

APPEARANCES :

For the employers—Sri P. R. Rakhit, Advocate with Sri M.M. Chatterjee, Ex-owner and Sri Kali Charan Gupta, present owner.

For the workmen : Sri S. Bose, Advocate.

STATE : Bihar

INDUSTRY : Mineral

AWARD

Dhanbad, Dated the 28th May, 1981

By Order No. L-29011/11/78-D.III(B), Dated the 27th May, 1978 Central Government being of opinion that an industrial dispute existed between the employers in relation to the management of M/s. C. D. Minerals, Keshalpur House, P.O. Katrasgarh District, Dhanbad and their workmen in respect of the matters specified in the schedule attached to the order, have referred the same for adjudication to this Tribunal. The schedule to the reference reads thus.

"Whether the action of the management of M/s. C. D. Minerals, Keshalpur House, P.O. Katrasgarh

Distt. Dhanbad in terminating the services of Sri Bisheswar, Tiwary, Munishi, w.e.f. 13-6-77 is justified? If not, to what relief is the workmen entitled?"

O.P. No. 1 employer and the concerned workman after notice filed their written statements. By order dated 3-6-80 on the petition filed by Mr. P.R. Rakshit, Advocate for the management, One Sri Kali Charan Gupta was added as O.P. No. 2, it being submitted by Mr. Rakshit and agreed to by Sri S. Bose for the workmen that Sri Kali Charan Gupta was a necessary party as he represented the present management. On being impleaded as O.P. No. 2 Sri Kalicharan Gupta entered appearance and filed his written statement on 4-11-80. On 19-2-81 a joint petition for all parties was filed saying that in pursuance to settlement arrived at between them out side the court, the concerned workman on payment of Rs. 5,200 by opposite party Nos. 1 and 2 (management of M/s. C. D. Minerals) will not claim reinstatement and that out of Rs. 5,200 each of the two opposite parties would pay Rs. 2,600 to the concerned workmen. A prayer was made in the petition that the hearing of the case may be adjourned to enable the opposite parties to make payment to the concerned workmen. It was stated in the petition that after full payment another petition for compromise would be filed praying that an award be passed in terms of the compromise. Accordingly the case was adjourned from time to time and on 25-5-81 a formal compromise petition was filed by the parties saying that full payment as per petition dated 19-2-81 had been made to the workmen by opposite party 1 and 2 and that on such payment the concerned workmen and his representative union relinquished all rights/claims for reinstatement under M/s. C. D. Minerals. A prayer was made in the petition to pass an award in terms of the compromise. By order dated 25-5-81 the Tribunal held that the compromise petition dated 25-5-81 had been signed by all the necessary parties and their representatives, that the parties had admitted the terms of compromise and that the terms of compromise were fair and reasonable. By order of the same date the Tribunal accepted the prayer to pass an award in terms of the compromise.

The following award therefore in terms of the compromise is hereby passed.

The concerned workman having been paid Rs. 5,200 by opposite parties No. 1 and 2 (each paying Rs. 2,600 representing the management M/s. C. D. Minerals, and the concerned workman together with his representative union having relinquished the claim for reinstatement is held that the concerned workman is not entitled to relief of reinstatement either with effect from 13-6-77 or with effect from any other date under M/s. C. D. Minerals and that payment of Rs. 5,200 to the workmen satisfies his claim for reinstatement. In view of the settlement there will be no order for costs. The two petitions filed by the parties on 19-2-81 and 25-5-81 shall form part of this award.

B. K. RAY, Presiding Officer

BEFORE THE PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT NO. 1 AT DHANBAD

Reference Case No. 5/78

FORM H

(Sec. Rule 58)

Names of parties :—

Representing Employers for M. M. Chatterjee, of C.D. Minerals (Ex-Employer).

2. Kali Charan Gupta of C. D. Minerals (Present Employer).

Representing Workmen :

1. Sri Bisheswar Tiwary.

2. Sri Gopal Munshi.

1. That an industrial dispute was referred to this Hon'ble Tribunal for adjudication arising out of the termination of the workman Sri Bisheswar Tiwary by the Management of M/s. C. D. Minerals, Katrasgarh vide Central Government of India order No. L-29011/11/78-D 111(b) dt. 27 May 1978.

2. That since the activities of the said C. D. Minerals is closed, Sri Tiwary could not be reinstated by the aforesaid Managements of C. D. Minerals.

3. That as such in order to settle the dispute once for all, both the parties have come to a compromise on the following terms of Settlement.

Terms of Settlement

- (i) That on the basis of the Compromise petition filed by both the parties before this Hon'ble Tribunal on 19-2-1981 the concerned workman has received a total amount of Rs. 5,200 (Five thousand two hundred) Rs. 2,600 (two thousand six hundred) paid by each of the aforesaid employers No. 1 and 2 and the said petition dated 19-2-1981 was also been made a part of this Settlement.
- (ii) That the concerned workman and his representative Union hereby relinquish rights/claim for reinstatement of the concerned workman with the aforesaid Employers.
- (iii) That the concerned workman and his representatives do hereby forego claiming of all other monetary and non-monetary benefits etc., arising out of the said reference.
- (iv) That this settlement has been arrived at without any influence, fraud, Coercion and the Settlement being fair and reasonable. This may kindly be accepted by the Hon'ble Tribunal.

Witnesses, .

Signature of the parties.

1.

(1) Manesh Mohan Chatterjee,
(Ex-Employer) 25-5-81

2.

(2) Kalicharan Gupta
(Ex-Employer) 25-5-81

Part of the Award

(3) विशेषद्वर तिहारि

25-5-81

(4) Gopal Mangla 5-5-81

THE PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 2
DHANBAD

Reference Case No: 5/78

BETWEEN

The management of C. D. Minerals and K. C. Gupta,

AND

Their workmen

Petition for Compromise

The humble petition on behalf of the following parties :—

1. Management of C. D. Minerals (Ex. employers)

2. Kali Charan Gupta of C. D. Minerals (present employer)

3. Bisheswar Tiwary concerned workman
most respectfully sheweth :—

1. That pursuant to the negotiations held between out side the parties the Court, the parties have come to compromise in connection with the said case.

- (i) That the case be disposed of on payment of Rs. 5,200 (Rupees five thousand two hundred) only to be paid to the workmen by the management of C. D. Minerals (No. 1 and 2).
- (ii) That Rs. 2,600 be paid by each of the aforesaid parties, No. 1 and 2 (being 50% of Rs. 5,200).
- (iii) That there will be no further claim of re-instatement and/or any further since the C. D. Minerals has been cleared from long since.

2. That the workmen has received Rs. 1000 (Rupees one thousand) today in honour of the said compromise paid by both the management parties and granted receipt to the management.

3. That the residual amount of Rs. 4,200 (Rupees four thousand two hundred) shall be paid by both the management parties on two equal instalments viz. on 9-3-81 and 19-4-81 and the workmen concerned shall grant receipt to the management parties.

4. That the workman shall be entitled to proceed with the case if the said balance amount is not paid on the dates stipulated above.

5. That the management party No. 2 Sri Kalicharan Gupta undertakes to make the entire payment of Rs. 4,200 which include 50 per cent share of ex-employer No. 1, Sri Manesh Mohan Chatterjee and Subimal Das amount of No. 1 is due with No. 2 on other accounts which shall stand adjusted. Sri Kalicharan Gupta shall now make the entire payment of Rs. 4,200 himself.

It is therefore prayed that your lordship be pleased also to grant time for making full payment and be further pleased also to saturate the compromise.

And for this shall pray.

Dated 19-2-81 Sd./- Manesh Mohan Chatterjee
Bisheswar Tiwary 19-2-81

(P.R. Rakshit)

Advocate

Witness for the management of ex-employer
Sd./- Gopal Chandra 19-2-81

C. D. Minerals

Sd/- Kalicharan Gupta 19-2-81

Part of the Award

[No. L-29011/41/78-D.II(B)]

K.K. HANDA, Under Secy.

नई दिल्ली, 30 मई, 1981

*कॉ० आ० 1777.—भारतीय इलेक्ट्रॉनिकी निगम लिमिटेड, ने (जिसे हमें इसके पश्चात् उक्त स्थापन कहा गया है), जिसका रजिस्ट्रीकृत कार्यालय चेन्नैयापल्ली हेबराबाद में स्थित है, उपरान्त संकाय अधिनियम, 1972 (1972 की 39) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है। धारा 5 के अधीन छूट के लिए आवेदन किया है।

और केन्द्रीय सरकार की राय में भारतीय इलेक्ट्रॉनिकी निगम लिमिटेड कर्मचारी उपदान निधि निगम के, जो उपदान लाभों के सम्बन्ध में उक्त स्थापन के कर्मचारियों को लागू है अधीन संदेय उपदान लाभ उक्त अधिनियम के अधीन प्रदत्त उपदान लाभों की तुलना में उक्त कर्मचारियों के लिए कम अनुकूल नहीं है,

अतः, इस केन्द्रीय सरकार उक्त अधिनियम की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त स्थापन को राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से प्रारम्भ होकर तीन वर्ष की अवधि के लिए उक्त अधिनियम के उपबन्धों के प्रवर्तन में निम्नलिखित शर्तों के अध्याधीन छूट देती है, अर्थात् —

1 यदि भारतीय इलेक्ट्रॉनिकी निगम लिमिटेड कर्मचारी भविष्य निधि नियमों के कार्यान्वयन के संक्षेप में कोई विवाद उत्पन्न होता है तो उक्त अधिनियम के अधीन नियुक्त प्राधिकारी और अपील प्राधिकारी को मध्याक्षेप करने और उक्त अधिनियम के उपबन्धों के अनुसार उक्तों को अवधारित करने के अधिकार प्राप्त होंगे,

2 भारतीय इलेक्ट्रॉनिकी निगम लिमिटेड कर्मचारी उपदान निधि नियमों में कोई भी परिवर्तन केन्द्रीय सरकार की लिखित अनुज्ञा के बिना नहीं किया जाएगा,

3 इसमें दी गई छूट तीन वर्ष की अवधि के लिए होगी, जिसके पश्चात् उक्त अवधि को यदि न्यायोचित समझा गया तो केन्द्रीय सरकार द्वारा बढ़ाया जा सकता है,

4 भारतीय इलेक्ट्रॉनिकी निगम लिमिटेड उपदान निधि के अधीन संदेय उपदान की रकम को किसी सिविल राजस्व या दण्ड न्यायालय के किसी निर्णय या आदेश के निष्पादन में कुक नही किया जाएगा।

[संख्या एम०-70022/6/75-एफ० पी० जी०]

ए० पूनन, उप सचिव

New Delhi, the 30th May, 1981

S.O. 1777.—Whereas the Electronics Corporation of India Limited, having its registered office at Cherlapalli, Hyderabad, (hereinafter referred to as the said establishment) has applied for exemption under section 5 of the Payment of Gratuity Act, 1972 (39 of 1972) (hereinafter referred to as the said Act);

And whereas, in the opinion of the Central Government the gratuity benefits payable under the Electronics Corporation of India Limited, Employees' Gratuity Fund Rules as applicable to the employees of the said establishment with respect to gratuity benefits are not less favourable to the said employees than those conferred under the said Act;

Now therefore, in exercise of the powers conferred by section 5 of the said Act, the Central Government hereby exempts the said establishment from the operation of the provisions of the said Act, for a period of three years commencing from the date of publication of this notification in the Official Gazette, subject to the following conditions namely :—

- (1) If any dispute arises with regard to the implementation of the Electronics Corporation of India Limited Employees' Gratuity Fund Rules, the Controlling Authority and Appellate Authority under the said Act shall have the power to intervene and determine it in accordance with the provisions of the said Act.
- (2) No change in the Electronics Corporation of India Limited Employees' Gratuity Fund Rules shall be made without prior permission in writing of the Central Government;
- (3) The exemption granted herein shall be for a period of three years only after which the same may be extended by the Central Government, if considered justified;

- (4) No amount of gratuity payable under the Electronics Corporation of India Limited Employees Gratuity Fund shall be liable to attachment in execution of any decree or order of any civil, revenue or criminal court.

[No. S. 7(022/6/75-FPG)]

A. POONEN, Dy. Secy.

New Delhi, the 1st June, 1981

S.O. 1778.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the management of Food Corporation of India, Hyderabad, and their workman, which was received by the Central Government on the 26th May, 1981

**BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD**

PRESENT :

Sri V. Neeladri Rao, B.A., B.L., Industrial Tribunal (Central).

Industrial Dispute No. 17 of 1980

BETWEEN

Workmen of Food Corporation of India, Hyderabad, (A.P.)

AND

The Management of Food Corporation of India, Hyderabad, (A.P.)

APPEARANCES :

Sri G. Kameswara Rao, Advocate—for the Workman.

Sri B. V. Sobha Reddy, Advocate—for the Management

AWARD

Under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947, the Government of India, Ministry of Labour referred to this Tribunal the following dispute between the Workmen and the Management of Food Corporation of India, Hyderabad, by its Order No. L-42012(24)/79-D.II(B) dt. 24-10-1980.

SCHEDULE

"Whether the Regional Manager, Food Corporation of India, Hyderabad (A.P.) is justified in terminating the services of Shri M. Shanker, ex-helper with effect from 1-8-1976? If not, to what relief is the workman entitled?"

2. The case of the Petitioner-Workman is briefly as follows :—He worked in the office of the District Manager, Food Corporation of India, Sanathnagar, Hyderabad, Respondent herein, as helper from 1971 onwards for about 5 years continuously. Besides helper to electrical repairer, he was also attending to the miscellaneous work in the godowns of the Respondent. On 15/16-11-76 without any reason, the Respondent removed and terminated the services of the Petitioner under reference Engg. FCI Sanathnagar 25(232) 76-A2 Vol. 3. The said termination of the services are unjust and illegal, and he protested for the sudden removal of the services as unlawful. Then on 8/10-2-77 under the guise of fresh appointment, the Respondent took the Petitioner into service and again after 4 days, his services were terminated by the Respondent. As his employment is temporary, his services were terminated orally, and all of a sudden along with several other employees. No termination order was issued to him, and when questioned that some were handed termination orders and that some were not given, the Management said that the order was of no use and the Petitioner could go out. Hence he was not issued the termination order. Now the Management is taking advantage of its own wrong. Several temporary mazdoors who had put in service for a period less than the period for which the Petitioner worked in the office of the Respondent, and who were issued termination orders by accident, were

reinstated. As this Petitioner is not in possession of termination order, he is victimised and he was not reinstated. Along with the Petitioner, Mr. Narasimha, a coolie also agitated for reinstatement, and because he was armed with the termination order, he was reinstated in the same conciliation proceedings where the Petitioner was turned away, with a plea that he voluntarily left the service. It is obviously a clear desire to evade the responsibility by the Respondent. Hence the Petitioner has to be reinstated with back wages from 14-2-1977.

3. The case of the Respondent is briefly as follows :—The Petitioner was appointed as Man Mazdoor on work charged basis on daily wages of Rs. 3 from 1-4-72 by order dated 18-4-1972 as modified by office order dated 19-5-1972. His appointment was purely on temporary basis and liable for termination at any time without any prior notice. From 18-4-72 till July, 1976, he used to attend the work as and when he liked and in certain months he worked for only 8 or 15 days in a month. It shows that his work was not continuous and his service was intermittent. He voluntarily stopped coming to work from 1-8-76. The Respondent is not aware of what this workman was doing for 14 months till he raised the industrial dispute. As he stopped coming to work voluntarily, there is no dispute left for adjudication. There was no necessity to issue any termination order to a daily rated person like the Petitioner who left work voluntarily. The allegations that a fresh appointment was made in favour of the Petitioner on 10-2-1977 and after a lapse of 4 days, his services were terminated are false.

4. The points for consideration are :—

(1) Whether the Petitioner was retrenched?

(2) To what relief?

5. POINT 1 :—This workman was admittedly appointed as per Ex. M-2 Order dated 10-4-72 which was modified as per order dated 19-5-72 w.e.f. 1-4-72. Ex. M-1 is the attendance register maintained by the concerned Officer of the Respondent. On the basis of Ex. M-1, Ex. M-4 extract was prepared, according to the Respondent. It is not challenged for the Petitioner on the ground that it is not in accordance with Ex. M-1. Ex. M-1 shows that he worked till 31-7-76 and he was absent continuously in the months of August and September, 1976 and from October, 76 his name was not shown in Ex. M-1 attendance register. Further the Petitioner as W.W. 1 admitted that his name is not found in the pay bills for salaries and allowances for the months of August, September and October, 1976 and Exs. M-7 to M-9 are true copies of the same. Ex. M-6 is true copy of the pay bill for salaries and allowances for the month of July, 1976, and therein W.W. 1 signed in token of the receipt of the wages due to him for July, 1976.

6. It is admitted by W.W. 1 that reference Engg. FCI Sanathnagar 25 (232) 76-A2 Vol. 3 referred to in para 2 of his claims statement is in regard to this termination order of Narasimha, and he (W.W. 1) referred to that reference in his claims statement as he was informed that he, Narasimha, and Premil were removed from service as per one and the same order. But Ex. M-3 copy of the office order of the reference was filed to show that it is only in regard to the termination of the services of Narasimha but not that of the Petitioner.

7. The learned counsel for the Respondent contended as follows :—Ex. M-1, the attendance register, clearly shows that this workman worked only upto 31-7-76 and later he had not come to this office again. If in fact this workman worked till 16-11-76 as contended by him and again he worked for 4 days in February, 77, then he would have been paid the wages for those days. But the originals of Exs. M-7 to M-9 clearly show that this workman was not paid wages from August, 76. Hence the contention of the Petitioner that he worked till 16-11-76 and he also worked for 4 days in February, 77 cannot be believed. Ex. M-3 clearly shows that it was a case of termination order issued to Narasimha but not to the Petitioner. As this workman voluntarily left the service and as he was only a temporary employee appointed on daily rated basis, it had not become necessary for the Respondent to issue order of termination to the Petitioner. So it is a case of voluntary retirement of the Petitioner and hence it does not amount to retrenchment in view of Section 2 (oo)(a) of I.D. Act.

8. The learned counsel for the Petitioner contended as follows :—The Petitioner worked under Kumar at the Head Office of the Food Corporation of India at the Masab Tank, and at the godowns of F.C.I. near Gandhi Bhavan at Nampally and in Kachiguda from August, 1976. The said Kumar was an Electrician in F.C.I. As he did not work in the godowns at Sanathnagar, the attendance of this workman was not noted in Ex. M-1 attendance register. But the Petitioner was paid wages till 16-11-76 as stated by him. When the Petitioner requested for the order of termination, the concerned Engineer informed him that he was not having any use of the order of termination and it was sent to the head-quarters. It is a case where order of termination was passed but M.W. 1 is suppressing it at the instance of his superior officers.

9. If in fact the Petitioner worked from August, 76 till 16-11-76, at the head office of F.C.I. and also in its godowns at places other than Sanathnagar, then he would have certainly been paid the wages for the said period, W.W. 1 categorically stated that he was paid in Sanathnagar office. But the pay and allowance sheets from August, 1976 as per the originals of Exs. M-7 to M-9 were shown to W.W. 1, and he admitted that his name was not there, while his name with his signature was found in the pay bill for salaries and allowances for the month of July, 76. The Respondent is a Public Corporation. In such a case, its accounts would naturally show the amounts paid by it. So when the accounts of the Respondent do not disclose the payment of salary to the Petitioner from August, 76, the case of the Respondent that the Petitioner did not work in its office from August, 76 can be believed. So when Ex. M-1 disclosed that Narasimha worked till the order as per the original of Ex. M-3 was issued, and as the Petitioner did not work even from August, 76, the case of the Petitioner that the order as per Ex. M-3 was issued not only in regard to Narasimha but also to him cannot be believed for there is no need for Respondent to issue an order of termination in the middle of November, 76 when the Petitioner did not work even from August, 76, and when it was stated for the Respondent that there was no need to issue an order to daily rated temporary employee if he voluntarily left the and at the godowns of F.C.I. near Gandhi Bhavan at Nampally. Hence the case of the Respondent that no order of termination was issued in regard to the Petitioner can be believed.

10. Even though in the claims statement it was alleged that the Respondent-Management informed him that there was no need for the Petitioner to have the order of termination, the concerned Officer of the Respondent who has said to have stated like that was not referred to in the claims statement. But in the evidence W.W. 1 deposed that Junior Engineer informed him like that. Ex. M-5 conciliation proceedings do not show about representation by Petitioner that the Respondent passed an order of termination in regard to his services. In view of the above, the case of the Petitioner that Junior Engineer of F.C.I. informed him that an order of termination was passed but there was no need for the Petitioner to possess copy of that, can be treated as an after thought.

11. So in view of the above material on record, it can be stated that the Petitioner worked in the office of the Respondent till 31-7-76, and later he did not attend the office of the Respondent on his own accord, and thus it is a case of voluntary retirement on the part of the Petitioner coming within the scope of Section 2(oo)(a) of I.D. Act, and hence it does not amount to retrenchment and I find accordingly.

12. POINT 2 :—Admittedly the Petitioner was appointed temporarily on daily rated basis. He did not work continuously from 1-4-72 to 31-7-76 and he worked during the said period intermittently. As it is a case of voluntary retirement, the Petitioner is not entitled to any retrenchment benefit as per Section 25F of I.D. Act. It is not stated for the Petitioner as to how the Petitioner is entitled to any benefit of it is a case of voluntary retirement.

13. But it was urged that as the Petitioner worked for 4 years without any blemish, and as his juniors were reinstated, the Respondent may be directed to reinstate the Petitioner.

14. As the Petitioner worked as helper to electrician in the Office of the Respondent for 4 years, he might have gained sufficient experience. It is for the Respondent to consider the desirability of utilising the services of such an

experienced employee, if it feels that he will regularly attend to the work if he is reinstated. But this Tribunal cannot direct the Respondent to reinstate the Petitioner as it is a case of voluntary retirement on his part and I find accordingly.

15. In the result I find that the Petitioner voluntarily retired from service of the Respondent from 1-8-1976 and it is not a case of terminating the services of the Petitioner by the Regional Manager, Food Corporation of India, Hyderabad, Andhra Pradesh. Hence Shri M. Shankar is not entitled to any relief.

16. Award is passed accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 13th day of May, 1981.

APPENDIX OF EVIDENCE

Witnesses Examined :

For Workman :

W.W. 1 M. Shankar.

For Management

M.W. 1 T. Venkateshwara Rao.

Documents exhibited for the Workman :

—NIL—

Documents exhibited for the Management :

Ex. M1 Attendance Register from March, 1975 to August, 1977.

Ex. M2 Office Orders Nos. EE/Civil/16/72 dt. 18-4-77 and EE/Civil/16/72 dt. 18/19-5-72 issued by Executive Engineer (Civil) Food Corporation of India, Zonal Office, Madras to Mr. Shankar.

Ex. M3 Office Order No. Engg. 25(232)/76-A2/Vol. III dt. 15/16-11-76 issued by Executive Engineer, Food Corporation of India, Regional Office, Hyderabad to Mr. Narasimha.

Ex. M4 Statement showing the No. of days worked month-wise by M. Shankar.

Ex. M5 True copy of the Conciliation Proceedings dt. 5-5-79 in the industrial dispute between the Management of Food Corporation of India, Hyderabad and M. Shankar.

Ex. M6 True copy of the pay bill for salaries and allowances for the month of July, 1976.

Ex. M7 True copy of the pay bill for salaries and allowances for the month of August, 1976.

Ex. M8 True copy of the pay bill for salaries and allowances for the month of September, 1976.

Ex. M9 True copy of the pay bill for salaries and allowances for the month of October, 1976.

V. NEELADRI RAO, Presiding Officer

[No. L-42012(24)/79-D.II.B]

New Delhi, the 4th June, 1981

S.O. 1779.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Hyderabad, in the industrial dispute between the employers in relation to the management of Food Corporation of India, Hyderabad and their workmen, which was received by the Central Government on the 26th May, 1981.

**BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD**

PRESENT :

Sri V Neelaji Rao, B.A., B.L., Industrial Tribunal (Central).

Industrial Dispute No. 17 of 1980.

BETWEEN

Workmen of Food Corporation of India, Hyderabad (A.P.).

AND

The Management of Food Corporation of India, Hyderabad (A.P.).

APPEARANCES :

Shri G. Kameswara Rao.—Advocate for the Workman.
Sri B. V. Sobha Reddy.—Advocate for the Management.

AWARD

Under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947, the Government of India, Ministry of Labour referred to this Tribunal the following dispute between the Workmen and the Management of Food Corporation of India, Hyderabad, by its Order No. L-42012(24)79-D.II(B) dated 24-10-1980.

SCHEDULE

"Whether the Regional Manager, Food Corporation of India, Hyderabad (A.P.) is justified in terminating the services of Shri M. Shanker, ex-helper with effect from 1-8-1976? If not, to what relief is the workman entitled?"

2. The case of the Petitioner-Workman is briefly as follows :—He worked in the office of the District Manager, Food Corporation of India, Sanathnagar, Hyderabad, Respondent herein, as helper from 1971 onwards for about 5 years continuously. Besides helper to electrical repairer, he was also attending to the miscellaneous work in the godowns of the Respondent. On 15/16-11-1976 without any reason, the Respondent removed and terminated the services of the Petitioner under reference Engg. FCI Sanathnagar 25(232)-76-A2 Vol. 3. The said termination of the services are unjust and illegal, and he protested for the sudden removal of the services as unlawful. Then on 8/10-2-77 under the guise of fresh appointment, the Respondent took the Petitioner into service and again after 4 days, his services were terminated by the Respondent. As his employment is temporary, his services were terminated orally, and all of a sudden along with several other employees. No termination order was issued to him, and when questioned that some were handed termination orders and that some were not given, the Management said that the order was of no use and the Petitioner could go out. Hence he was not issued the termination order. Now the Management is taking advantage of its own wrong. Several temporary majdoors who had put in service for a period less than the period for which the Petitioner worked in the office of the Respondent, and who were issued termination orders by accident, were reinstated. As this Petitioner is not in possession of termination order, he is victimised and he was not reinstated. Along with the Petitioner, Mr. Narasimha, a coolies also agitated for reinstatement, and because he was armed with the termination order, he was reinstated in the same conciliation proceedings where the Petitioner was turned away, with a plea that he voluntarily left the service. It is obviously a clear desire to evade the responsibility by the Respondent. Hence the Petitioner has to be reinstated with back wages from 14-2-1977.

3. The case of the Respondent is briefly as follows :—The Petitioner was appointed as Man Mazdoor on work charged basis on daily wages of Rs. 3 from 1-4-72 by order dated 18-4-1972 as modified by office order dated 19-5-1972. His appointment was purely on temporary basis and liable for termination at any time without any prior notice. From 18-4-72 till July, 1976, he used to attend the work as and

when he liked and in certain months he worked for only 8 or 15 days in a month. It shows that his work was not continuous and his service was intermittent. He voluntarily stopped coming to work from 1-8-76. The Respondent is not aware of what this workman was doing for 14 months till he raised the industrial dispute. As he stopped coming to work voluntarily, there is no dispute left for adjudication. There was no necessity to issue any termination order to a daily rated person like the Petitioner who left work voluntarily. The allegations that a fresh appointment was made in favour of the Petitioner on 10-2-1977 and after a lapse of 4 days, his services were terminated are false.

4. The points for consideration are :—

(1) Whether the Petitioner was retrenched?

(2) To what relief?

5. Point 1.—This workman was admittedly appointed as per Ex. M2 Order dated 10-4-72 which was modified as per order dated 19-5-72 w.e.f. 1-4-72. Ex. M1 is the attendance register maintained by the concerned Officer of the Respondent. On the basis of Ex. M1, Ex. M4 extract was prepared, according to the Respondent. It is not challenged for the Petitioner on the ground that it is not in accordance with Ex. M1. Ex. M1 shows that he worked till 31-7-76 and he was absent continuously in the months of August and September, 1976 and from October, 1976 his name was not shown in Ex. M1 attendance register. Further the Petitioner as W.W. 1 admitted that his name is not found in the pay bills for salaries and allowances for the months of August, September and October, 1976 and Exs. M7 to M9 are true copies of the same. Ex. M6 is true copy of the pay bill for salaries and allowances for the month of July, 1976, and therein W.W. 1 signed in token of the receipt of the wages due to him for July, 1976.

6. It is admitted by W.W. 1 that reference Engg. FCI Sanathnagar 25(232) 76-A2 Vol. 3 referred to in para 2 of his claims statement is in regard to the termination order of Narasimha, and he (W.W.1) referred to that reference in his claims statement as he was informed that he, Narasimha and Premji were removed from service as per one and the same order. But Ex. M3 copy of the office order of the reference was filed to show that it is only in regard to the termination of the services of Narasimha but not that of the Petitioner.

7. The learned counsel for the Respondent contended as follows :—Ex. M1, the attendance register, clearly shows that this workman worked only upto 31-7-76 and later he had not come to this office again. If in fact this workman worked till 16-11-76 as contended by him and again he worked for 4 days in February, 77, then he would have been paid the wages for those days. But the originals of Exs. M7 to M9 clearly show that this workman was not paid wages from August, 1976. Hence the contention of the Petitioner that he worked till 16-11-76 and he also worked for 4 days in February, 1977 cannot be believed. Ex. M3 clearly shows that it was a case of termination order issued to Narasimha but not to the Petitioner. As this workman voluntarily left the service and as he was only a temporary employee appointed on daily rates basis, it had no become necessary for the Respondent to issue order of termination to the Petitioner. So it is a case of voluntary retirement of the Petitioner and hence it does not amount to retrenchment in view of Section 2(oo)(a) of I.D. Act.

8. The learned counsel for the Petitioner contended as follows :—The Petitioner worked under Kumar at the Head Office of the Food Corporation of India at the Masab Tank, and at the godowns of F.C.I. near Gandhi Bhavan at Nampally and in Kachiguda from August, 1976. The said Kumar was an Electrician in F.C.I. As he did not work in the godowns at Sanathnagar, the attendance of this workman was not noted in Ex. M1 attendance register. But the Petitioner was paid wages till 16-11-76 as stated by him. When the Petitioner requested for the order of termination, the concerned Engineer informed him that he was not having any use of the order of termination and it was sent to the headquarters. It is a case where order of termination was passed but M.W. 1 is suppressing it at the instance of his superior officers.

9. If in fact the Petitioner worked from August, 1976 till 16.11.1976, at the head office of FCI and also in its godowns at places other than Sanathnagar, then he would have certainly been paid the wages for the said period. W.W. 1 categorically stated that he was paid in Sanathnagar office. But the pay and allowance sheets from August, 1976 as per the originals of Exs M7 to M9 were shown to W.W. 1, and he admitted that his name was not there, while his name with his signature was found in the pay bill for salaries and allowances for the month of July, 1976. The Respondent is a Public Corporation. In such a case, its accounts would naturally show the amounts paid by it. So when the accounts of the Respondent do not disclose the payment of salary to the Petitioner from August 1976, the case of the Respondent that the Petitioner did not work in its office from August 1976 can be believed. So when Ex M1 disclosed that Narasimha worked till the order as per the original of Ex M3 was issued, and as the Petitioner did not work even from August 1976, the case of the Petitioner that the order as per Ex M3 was issued not only in regard to Narasimha but also to him cannot be believed for there is no need for Respondent to issue an order of termination in the middle of November 1976 when the Petitioner did not work even from August 1976, and when it was stated for the Respondent that there was no need to issue an order to a daily rated temporary employee if he voluntarily left the service. Hence the case of the Respondent that no order of termination was issued in regard to the Petitioner can be believed.

10. Even though in the claims statement it was alleged that the Respondent-Management informed him that there was no need for the Petitioner to have the order of termination, the concerned Officer of the Respondent who has said to have stated like that was not referred to in the claims statement. But in the evidence W.W. 1 deposed that Junior Engineer informed him like that. Ex M5 conciliation proceedings do not show about representation by Petitioner that the Respondent passed an order of termination in regard to his services. In view of the above, the case of the Petitioner that Junior Engineer of FCI informed him that an order of termination was passed but there was no need for the Petitioner to possess copy of that, can be treated as an after thought.

11. So in view of the above material on record, it can be stated that the Petitioner worked in the office of the Respondent till 31-7-76, and later he did not attend the office of the Respondent on his own accord, and thus it is a case of voluntary retirement on the part of the Petitioner coming within the scope of Section 2(oo) (a) of ID Act and hence it does not amount to retrenchment and I find accordingly.

12. Point 2—Admittedly the Petitioner was appointed temporarily on daily rated basis. He did not work continuously from 1-4-72 to 31-7-76 and he worked during the said period intermittently. As it is a case of voluntary retirement, the Petitioner is not entitled to any retrenchment benefit as per Section 25F of ID Act. It is not stated for the Petitioner as to how the Petitioner is entitled to any benefit if it is a case of voluntary retirement.

13. But it was urged that as the Petitioner worked for 4 years without any blemish, and as his juniors were reinstated, the Respondent may be directed to reinstate the Petitioner.

14. As the Petitioner worked as helper to electrician in the Office of the Respondent for 4 years, he might have gained sufficient experience. It is for the Respondent to consider the desirability of utilising the services of such an experienced employee, if it feels that he will regularly attend to the work if he is reinstated. But this Tribunal cannot direct the Respondent to reinstate the Petitioner as it is a case of voluntary retirement on his part and I find accordingly.

15. In the result I find that the Petitioner voluntarily retired from service of the Respondent from 1-8-1976 and it is not a case of terminating the service of the Petitioner by the Regional Manager, Food Corporation of India, Hyderabad, Andhra Pradesh. Hence Shri M Shankar is not entitled to any relief.

16. Award is passed accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 13th day of May, 1981

Sd/-

INDUSTRIAL TRIBUNAL

APPENDIX OF EVIDENCE

Witnesses Examined :

For Workman :

W.W. 1 M Shankar

For Management :

MW 1 T Venkateshwara Rao.

Documents exhibited for the Workmen

-NIL-

Documents exhibited for the Management

Ex M1—Attendance Register from March, 1975 to August, 1977.

Ex M2—Office Orders Nos EE/Civil/16/72 dated 18-4-72 and EE/Civil/16/72, dated 18/9-5-72 issued by Executive Engineer (Civil) Food Corporation of India, Zonal Office, Madras to Mr Shankar.

Ex M3—Office Order No Engg 25(232)/76 A2/Vol. III dated 15/16-11-76 issued by Executive Engineer, Food Corporation of India, Regional Office, Hyderabad to M. Narasimha.

Ex M4—Statement showing the No. of days worked monthwise by M Shankar.

Ex M5—True copy of the Conciliation Proceedings dated 5-5-79 in the industrial dispute between the Management of Food Corporation of India, Hyderabad and M Shankar.

Ex M6—True copy of the pay bill for salaries and allowances for the month of July, 1976.

Ex M7—True copy of the pay bill for salaries and allowances for the month of August, 1976

Ex M8—True copy of the pay bill for salaries and allowances for the month of September, 1976

Ex M9—True copy of the pay bill for salaries and allowances for the month of October, 1976

V NEELADRI RAO, Presiding Officer

[No. L-42012(24)/79-D.II.B.]

S S BHALLA, Desk Officer

नई दिल्ली, 3 जून, 1981

का० प्रा० 1780—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 2 के खण्ड (इ) के उपखण्ड (6) के उपबन्धों के अनुसरण में भारत सरकार के श्रम मन्त्रालय की अधिसूचना संख्या का० प्रा० 130 तारीख 24 दिसम्बर, 1980 द्वारा खाद्य सामग्री उद्योग में कार्यरत भारतीय खाद्य निगम को उक्त अधिनियम के प्रयोजनों के लिए 28 दिसम्बर, 1980 से छ मास की कालावधि के लिए लोक-उपयोगी सेवा घोषित किया था,

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छ मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है,

अतः, अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (इ) के उपखण्ड (6) के परन्तुक द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 28 जून, 1981 से छ मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[काइल सं० एस-11017(12)/81-डी० 1 ए०]

New Delhi, the 3rd June, 1981

S.O. 1730.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (u) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour No. S.O. 130 dated the 24th December, 1980 the Food Corporation of India engaged in the Food-stuff industry to be a public utility service for the purposes of the said Act, for a period of six months, from the 28th December, 1980;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (u) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 28th June, 1981.

[F. No. S-11017(12)/81-D.I.A.]

का० आ० 1781—केन्द्रीय सरकार का समाधान हो गया है कि लोक हित में ऐसा अपेक्षित है कि कोल उद्योग को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची के मब 4 में निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए उपयोगी सेवा घोषित किया जाना चाहिए।

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (क) के उपखंड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छ मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं० एस०-11017(13)/81-डी० 1 ए०]

S.O. 1781.—Whereas the Central Government is satisfied that the public interest requires that the Coal Industry, which is covered by item 4 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (u) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017(13)/81-D.I.A.]

आदेश

का० आ० 1782.—भारत सरकार के भूतपूर्व श्रम और रोजगार संचालन की अधिसूचना संख्या का० आ० 456 दिनांक 5 फरवरी, 1963 द्वारा गठित श्रम न्यायालय, मुख्यालय हैदराबाद के पीठासीन अधिकारी का पद रिक्त हुआ है,

अतः, अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 8 के उपबन्धों के अनुसरण में केन्द्रीय सरकार श्री के० सुब्बा राव, को उक्त गठित श्रम न्यायालय के पीठासीन अधिकारी के रूप में नियुक्त करती है।

[का० सं० एस०-11020/4/81-डी० 1 ए०]

ORDER

S.O. 1782.—Whereas a vacancy has concurred in the Office of the Presiding Officer of the Labour Court with

headquarters at Hyderabad constituted by the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 456 dated the 5th February, 1963.

Now, therefore, in pursuance of the provisions of section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri K. Subba Rao, as the Presiding Officer of the Labour Court constituted as aforesaid.

[F. No. S-11020/4/81/D.I.A.]

नई दिल्ली, 5 जून, 1981

का० आ० 1783.—केन्द्रीय सरकार का यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (क) के उपखंड (6) के उपबन्धों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का० आ० 225, दिनांक 3 जनवरी, 1981 द्वारा बैंक नोट प्रेस, देवास में सेवा को उक्त अधिनियम के प्रयोजनों के लिए 15 जनवरी, 1981 से छ मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था ;

और केन्द्रीय सरकार की राय है कि उक्त कालावधि को छ मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है ,

अतः, अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (क) के उपखंड (6) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 15 जुलाई, 1981 से छ मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

एल० के० नारायणन, अव्वर सचिव

[फाइल सं० एस०-11017/11/81-डी० 1 ए०]

New Delhi, the 5th June, 1981

S.O. 1783.—Whereas the Central Government having been satisfied that the public interest as required had, in pursuance of the provision of sub-clause (vi) of clause (u) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Central Government of India in the Ministry of Labour No. S.O. 225 dated the 3rd January, 1981 the service in the Bank Note Press, Dewas, to be a public utility service for the purposes of the said Act, for a period of six months, from the 15th January, 1981.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the provision to sub-clause (vi) of clause (u) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 15th July, 1981.

[F. No. S-11017/11/81/D.I.A.]

L. K. NARAYANAN, Under Secy.

MINISTRY OF LABOUR

New Delhi, the 3rd June, 1981

S.O. 1784.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the management of Punjab National Bank, Jullundur and their workman, which was received by the Central Government on the 1-6-1981.

BEFORE SHRI MAHESH CHANDRA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

I. D. No. 113 of 1980

In re :

The General Secretary, Punjab National Bank Northern
Zone Employees' Union, 162, Shakti Nagar, Jullun-
dur City. .. Petitioner.

Versus

The Regional Manager, Punjab National Bank, Civil
Lines, Jullundur. —Respondent.

PRESENT :

None—for the workman.

Shri K. K. Gupta, for the Bank—Management.

AWARD

The Central Government as appropriate Government vide
its order No. L-12012/20/80-D.II(A) dated the 10th October,
1980 referred an Industrial Dispute in the following terms to
this Tribunal :

'Whether the action of Regional Manager, Punjab National
Bank, Jullundur in transferring Shri Harjinder Singh
from Lambra to Kangsabhu on 27-2-1979 is justi-
fied? If not, to what relief is the workman con-
cerned entitled?'

2. On receipt of the reference usual notices were sent to
the parties. In so far as none had appeared on behalf of
the workman side in spite of notice, ex-parte proceedings were
ordered against the workman side. A statement of claim was
filed by the Bank. Upon the pleadings of the Bank follow-
ing one issue was framed vide my order dated 25-4-1981 :

ISSUE :

1. As in the order of reference?

3. Thereafter ex-parte evidence of the Bank was recorded
which consists of Shri Arun Verma, Personnel Officer, PNB
as M.W. 1. He has in addition to his statement tendered Ex.
M/1 to Ex. M/6 into evidence. It would be appropriate to
re-produce his statement verbatim. His statement reads as
under :

'The workman Shri Harjinder Singh was appointed as
a Probationary clerk-cum-cashier at B.O. Mewla
Maharajpur, Faridabad on 15-7-1974, under the
jurisdiction of Regional Manager, Delhi. On 5-8-78
he made a representation to the Regional Manager,
Delhi Region for his transfer to Jullundur or any
other near place. His transfer request is Ex. M/1.
The said transfer or request was accepted by the
Personnel Division, Head office on receiving the
consent from R.M., Jullundur for the posting at
B.O. Lambra, Jullundur District. The order is
Ex. M/2. The workman was relieved vide order Ex.
M/3. The workman joined at Lambra and reported
vide Ex. M/4. Subsequently on account of some
administrative exigencies as his services were urgently
required in the interest of the Bank at B.O. Kangsabhu
as Cashier Incharge. He was relieved vide Ex. M/5.
He joined at B.O. Kangsabhu vide Ex. M/6 after
availing usual joining time. By this transfer no
hardship was so ever caused to the workman
concerned neither his services conditions have been
changed on account of the said transfer done by the
Bank.'

4. After ex-parte evidence was recorded, arguments were
heard. I have gone through the evidence produced by the
Management and have given my considered thought to the
matter before me and I have come to the conclusion that the
Action of the Regional Manager, Punjab National Bank, Jul-
ludur in transferring Shri Harjinder Singh from Lambra to
Kangsabhu on 27-2-1979 is justified and the workman was
not entitled to any relief.

5. From the perusal of statement of M.W. 1, I find that
this workman was appointed as probationary clerk-cum-cashier
at Mewla Maharajpur Branch, Faridabad on 15-7-74 and on
the written representation of the workman made on 5-8-78
he was transferred from the Delhi Region to Jullundur Region.
His transfer request is Ex. M/1. As a consequence of the
said request he was transferred to Lambra, Jullundur District
vide order Ex. M/2. After the workman was relieved vide
order Ex. M/3 he reported for duty vide Ex. M/4 at Lambra
and thereafter on account of some administrative exigencies
he was again transferred to Branch Office Kangsabhu as
Cashier Incharge. He was relieved vide order Ex. M/5 and
it appears that the workman without raising any objection
to the said transfer joined at Kangsabhu Branch vide Ex.
M/6 after availing the usual joining time. In these circum-
stances it appears that it cannot be said that the transfer
was not valid. The transfer is an administrative function
of the Management and unless it is established that it was
malafide or for ulterior considerations the right of the Bank—
Management to transfer cannot be curtailed. In the instant
case I do not think there is anything to even remotely suggest
that the transfer was malafide or due to ulterior motive. It
has further been stated that the transfer did not result in any
hardship what-so-ever to the workman and it did not result in
any change of service conditions of the workman either.
In view thereof it cannot be said that the transfer was not
justified.

For my discussions and findings above, it is awarded that
the transfer of workman Shri Harjinder Singh from Lambra
to Kangsabhu Branch on 27-2-1979 was justified and the
workman was not entitled to any relief what-so-ever. How-
ever the parties are left to bear their own costs.

Further ordered :

That requisite number of copies of this award may be sent
to the appropriate Government for necessary action at their
end.

Dated : the 5th May, 1981.

[No. L-12012/20/80-D.II.A.]

MAHESH CHANDRA Presiding Officer.

S.O. 1785.—In pursuance of section 17 of the Industrial Dis-
putes Act, 1947 (14 of 1947), the Central Government hereby
publishes the following award of the Central Government
Industrial Tribunal No. 1 Dhanbad, in the industrial dispute
between the employers in relation to the management of
State Bank of India, Patna, and their workmen, which was
received by the Central Government on the 29-6-1981.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Sec. 10(1)(d) of the
Industrial Disputes Act, 1947.

Reference No. 10 of 1981

PARTIES :

Employers in relation to the management of State Bank
of India, Patna.

AND

Their Workmen.

APPEARANCES :

For the Employers.—Shri Dinesh Chandra Sinha, Advo-
cate.

For the Workman.—Shri Sheo Shankar Tiwary, the con-
ceded workman.

STATE : Bihar.

INDUSTRY : Bank.

AWARD

Dhanbad, dated, the 23rd May, 1981

By Order No. L-12012/102/80-D.II.A., dated, the 13th
March, 1981, the Central Government being of opinion that
an industrial dispute existed between the employers in rela-
tion to the management of State Bank of India, Patna and

their workmen in respect of the matter specified in the schedule attached to the order referred the same to this Tribunal for adjudication. The schedule to the reference reads thus :

"Whether the action of the management of State Bank of India, Patna in terminating the services of Shri Sheo Shankar Tiwary, Cashier, Bihta Branch with effect from 28th February, 1974 is justified? If not, to what relief is the workman concerned entitled?"

2. After notice to the parties they have filed their respective written statement. In the schedule I attached to the written statement of the management is given the number of days the concerned workman worked as a Cashier under the Bank before his services were terminated finally. In Schedule II attached to the written statement is given the dates on which the services of the concerned workmen were terminated from time to time before final termination. In the written statement filed by the union there is also an Annexure 'A' in which the union has given the number of days the concerned workman worked as cashier under the Bank before the impugned order of final termination. Parties agree as appears from schedule I attached to the written statement of the management and from Annexure 'A' attached to the written statement of the union that the concerned workman put in service for 983 days between 8-12-1969 to 22-2-74 when services were finally terminated. Thus within one year before 29-2-74 the workman had put in more than 240 days of service under the Bank.

3. The case of the management as narrated in its written statement is that the concerned workman was appointed as a temporary Cashier at Bihta Branch of the management's Bank on 8-12-1969 that on 29-2-1974 the services of the concerned workman were terminated as he could not pass the departmental test for being absorbed permanently after serving on him 14 days usual notice as required under the prevailing practice in the Bank, that after termination of his service on 29-2-74 the concerned workman never approached the Bank for reinstatement, that only after 4-1/2 years of termination of his service the concerned workman filed a representation on 28-10-1978 before the Regional Manager of the Bank for his permanent absorption, that since the claim of the workman was a stale and belated one the Bank declined to reinstate him, that after the Bank rejected the representation of the concerned workman he raised a dispute before the Asstt. Labour Commissioner (Central), Patna, that in the conciliation proceeding which was taken up by Asstt. Labour Commissioner (C) the Bank while disputing the claim of the concerned workman for reinstatement as a gesture of good will made an offer so the concerned workman to re-appoint him on a temporary basis without any back wages, that the said offer not being accepted by the concerned workman conciliation proceeding ended in failure and that therefore the concerned workman is not entitled to any relief.

The case of the union as made out in its written statement is that the concerned workman was appointed on a temporary basis as a Cashier in the Bank on 8-12-69, that his services were terminated finally on 29-2-74 as he could not pass department test for permanent absorption that between 8-12-69 to 28-2-74 the workman had put in 983 days of service that having worked for such a period the workman had acquired a permanent status as an employee under the Bank, that so his services could not have been terminated for not passing the departmental test, that the termination of his services being nothing but retrenchment the order of termination is illegal, invalid and non-est for non-compliance with the mandatory provisions of Sec. 25F of the I. D. Act and that therefore the concerned workman is entitled to reinstatement with full back wages.

4. In course of hearing the workman has examined himself only. Management has not chosen to examine any witness in support its case. After closure of evidence parties have been heard at length on their respective cases.

5. The contention of the union that the order of termination of the workman's services with effect from 29-2-74 is nothing but retrenchment has to be accepted. The law on the point is very clear. Whatever be the reason every termination of service not being a punishment inflicted by way of disciplinary action and not covered by Clauses (a), (b) and (c) of Sec. 2(oo) of I.D. Act is retrenchment. Admittedly the service of the concerned workman have not been brought to

an end by way of punishment or because of his voluntary retirement or on account of his reaching the age of superannuation or due to his continued ill health. Necessarily therefore under Sec. 2(oo) of the Act the termination does amount to 'retrenchment'. Reference in this connection may be made to the observation of Justice Krishna Iyer of the Supreme Court in the decision reported in 1976 SC 1111 (State Bank of India Vs. N. Sundara Money) which leads as follows.

"A break-down of Sec. 2(oo) unmisakably expands the semantics of retrenchment: 'Termination... for any reason whatsoever' are the key words. Whatever the reason, every termination spells retrenchment. So the sole question is has the employees' service been terminated? Verbal apparel apart, the substance is decisive. A termination takes place where a term expires either by the active step of the master or the running out of the stipulated term. To protect the weak against the strong this policy of comprehensive definition has been effectuated. Termination embraces not merely the act of termination by the employer, but the fact of termination howsoever produced. May be, the present may be a hard case, but we can visualise abuses by employers, by suitable verbal devices, circumventing the armour of Section 25F and Section 2(oo). Without speculating on possibilities, we may agree that 'retrenchment' is no longer terra incognita but area covered by an expansive definition. It means 'to end, conclude, cease.' In the present case the employment ceased, concluded, ended on the expiration of nine days—automatically may be, but cessation all the same. That to write into the order of appointment the date of termination confers no moksha from Sec. 25F(b) is inferable from the proviso to Section 25F (i) (sic) Section 25F (a) ?). True, the section speaks of retrenchment by the employer and it is urged that some act of volition by the employer to bring about the termination is essential to attract Section 25F and automatic extinguishment of service by effluxion of time cannot be sufficient

..... Moreover, an employer terminates employment not merely by passing an order as the service runs. He can do so by writing a composite order, one giving employment and the other ending or limiting it. A separate, subsequent determination is not the sole magnetic pull of the provision. A pre-emptive provision to terminate is struck by the same vice as the post-appointment termination. Dexterity of diction cannot defeat the articulated conscience of the provision."

The position of law indicated in the aforesaid decision has also been reiterated in subsequent decision of Supreme Court reported in 1980 SC 1219 (Santosh Gupta Vs. State Bank of India Patiala) where the services of an employee having been terminated as he could not pass departmental test it was held that the termination was nothing but retrenchment. Chinnappa Reddy., in the said decision observes as follows.

"If the definition of 'retrenchment' is looked at unaided and unhampered by precedent, one is at once struck by the remarkably wide language employed and particularly by the use of the words 'termination ... for any reason whatsoever'. The definition expressly excludes termination of service as a 'punishment inflicted by way of disciplinary action'. The definition does not include, so it expressly says, voluntary retrenchment of the workman or retrenchment of the workman on reaching the age of superannuation or termination of the service of the workman of the ground of continuous ill-health. Voluntary retrenchment of a workman or retrenchment of the workman on reaching the age of superannuation can hardly be described as termination, by the employer, of the service of a workman. Yet, the Legislature took special care to mention that they were not included within the meaning of 'termination by the employer of the service of a workman for any reason whatsoever'. This, in our opinion, emphasises the broad interpretation to be given to the expression 'retrenchment'. In our view due weight is given to the words 'the termination by the employer of the service of a workman for any reason whatsoever' and if the words 'for any reason whatsoever' are understood to mean what they plainly say, it is difficult to escape the conclusion that the expression 'retrenchment' must include every termination of the service of a workman by an act of the employer. The underlying assumption, of course, is that the undertaking is running as an under-taking and the employer continues as an employer but where either on account of transfer of the under-taking or on account of the closure of the under-taking the basic assumption disappears there can be no question of 'retrenchment' within the meaning of the definition contained

in Sec. 2(oo). This came to be realised as a result of the decision of this Court in Hariprasad Shivshankar Shukla V. A. D. Divikar (AIR 1957 SC 121). The Parliament then steeped in and introduced Ss. 25FF and 25-FFF by providing that compensation shall be payable to workmen in case of transfer of undertaking or closure of undertaking as if the workmen had been retrenched. We may rightly say that the termination of the service of a workman or the transfer or closure of an undertaking was treated by Parliament as 'deemed retrenchment'. The effect was that every case of termination of service by act of employer even if such termination was a consequence of transfer or closure of the undertaking was to be treated as 'retrenchment' for the purposes of notice, compensation etc. Whatever doubts might have existed before Parliament enacted Sections 25-FF and 25-FFF about the width of S.25-F there cannot be any doubt that the expression 'termination of service for any reason whatsoever' now covers every kind of termination of service except those not expressly included in Sec. 25F or not expressly provided for by other provisions of the Act such as Ss. 25-FF and 25-FFF".

In view of the settled position of law as indicated in the aforesaid two decisions there can be no escape from the conclusion that the termination of services of the concerned workman in the present case is 'retrenchment'. It is nobody's case that the services of the concerned workman have been terminated either on account of closure of business or on account of transfer of undertaking. The impugned termination as has been stated earlier is also not a case of voluntary retirement or retirement on reaching the age of superannuation or is not due to continued ill-health or is not the result of disciplinary action. The management does not dispute that at the time of termination of concerned workman's services the provisions of Sec. 25-F of I.D. Act have not been complied with. This being the state of things the impugned order of termination must be held to be invalid in law and so non-existent. The result, therefore, is that the concerned workman is entitled to be reinstated since the impugned order of termination is non-existence in the eye of law because of admission by the Bank that before the impugned order of termination the concerned workman had put in service for the required period within a year prior to the date of termination of his service to entitle him to retrenchment compensation. It is, however, argued on behalf of the Bank that services of the concerned workman having been terminated in February 1974 and the present dispute having been raised more than 24 years after the claim to reinstatement must be held to be stale and therefore should be rejected. This contention of the Bank is without any substance. As has been indicated earlier the Bank has not chosen to adduce any evidence even though it has been asserted by the union in its written statement that since the date of impugned order of termination the workman as well as the union have been agitating against the order of termination before the management. This assertion in the written statement is corroborated by the evidence of the concerned workman himself who has been examined before the Tribunal. Nothing has been elicited in cross-examination of the concerned workman to discredit his testimony. According to the concerned workman from very beginning he has been agitating and challenging the validity of the impugned order of termination of his services. The evidence of the concerned workman further goes to show that when all his attempts to persuade the management to reinstate him in service failed he made a complaint before the A.L.C.(C) which resulted in the present reference. Such being the position it cannot be said that the concerned workman or the union is guilty of negligence and that the claim of the workman cannot be entertained the same having become stale.

been found to be invalid. If the services of the workman had not been terminated he would have continued to work and would have earned wages. If the workman was always ready to work but he was kept away therefrom on account of invalid act of the employer there is no justification for not awarding to him full back wages. This view finds support in the decision of the Supreme Court reported in 1978(11) LLJ. 474 (Hindustan Tin Works Ltd. Vs. Its employees). But in spite of the settled position that when an order of termination of services is declared invalid the normal rule is to grant back wages still in the nature of things there can not be any straight packet formula for awarding relief of back wages. At this stage the Tribunal will exercise its discretion in a judicial and judicious manner. It has to be remembered that the Bank terminated the services of the concerned workman illegally without following the mandatory provisions of law. At the same time the delay on the part of the concerned workman to take recourse to legal remedy can not be lost sight of. It will not be out of place to mention here that one of the contentions of the management is that the claim of the concerned workman being stale should not be entertained. I have already negated this contention earlier by saying that from the very day the services of the workman were terminated he has been agitating individually and through union. There may be cases where entertaining stale claims of a workman will be to the disadvantage of the management. In such cases the Tribunal will be justified in rejecting the claims even though law does not prescribe any period of limitation. These are cases when due to lapse of time management may not be in possession of documents to prove its case. But the present case is not one of such a nature. Here there is no dispute that the workman had rendered 983 days of service before his services were terminated and as per the Schedule given in the written statement of the management the workman had rendered service for 240 days within one year prior to termination of his service. Such being the admitted position it would not be proper to reject the claim of the union because it is a stale one. Therefore in the context of things as revealed in the case while deciding the question as to whether the workman has to be granted full back wages the circumstance to be considered so far as management is concerned is its illegal act terminating the service of the concerned workman thus depriving him of his means of livelihood. On the side of the workman the circumstance which has to be borne in mind is the delay on his part to take recourse to legal remedy. The other circumstances against the workman is as deposed to by the workman himself is that he did not make any effort for an alternative employment during the period of idleness which was forced upon him by illegal action of the management. These are the circumstances which have to be weighed before applying the normal rule of granting full back wages. Thus taking all these factors into considerations while I hold that the management is solely responsible in terminating the services of the workman illegally, and the workman is entitled to reinstatement, I hold in view of the conduct of the concerned workman from the date his services were illegally terminated till the dispute was referred to this Tribunal, that he is not entitled to full back wages but to half of it from 29-2-1974 till he is reinstated in service. The workman is entitled to be reinstated provided he reports to duty at the Bihta Branch of the management Bank within two months from the date of publication of the award. On reinstatement the workman will have full benefit of continuity of service on the footing that his services were not terminated on 29-2-1974. The reference is answered accordingly. In the circumstances there will be no order for costs.

B. K. RAY, Presiding Officer

[No. L-12012/102/80-D. II(A)]

The next question which falls for determination is as to whether the order of termination of services of the workman being declared invalid and the workman being deemed to be

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA

PRESENT:

Mr. Justice R. Bhattacharya, MA., BL.,

Presiding Officer

Reference No. 22 of 1980

PARTIES:

Employers in relation to the management of United
Commercial Bank.

AND

Their Workmen

APPEARANCES:

On behalf of Employers : Mr. S. Srinivasan, Chief
Officer.On behalf of Workmen : Mr. Debabrata Chanda, Vice-
President of the Union.

STATE : West Bengal INDUSTRIAL : Banking

AWARD

On the basis of an order No. L-12012/71/79-D.I.A. dated 7th April, 1980, the Government of India has sent the instant reference under Section 10 of the Industrial Disputes Act, 1947 for adjudication of an industrial dispute mentioned in the Schedule to the Reference between the management of the United Commercial Bank, hereinafter referred to as the "Bank" and their workmen represented by the General Secretary, United Commercial Bank Employees' Association, hereinafter referred to as the "Association" in the following terms:

"Whether the action of the management of United Commercial Bank, 10-Brabourne Road, Calcutta is not offering the post of Special Assistant to Shri Parimal Ganguly, Clerk, Calcutta main Office as Promotion Policy Agreement dated 31-3-75 is justified? If not, to what relief is the workman entitled?"

2. Both the Bank and the Association appeared in this case and filed their respective written statements. To be very short and to the point, the case of the Association is that the concerned workman Parimal Ganguly is a clerk in the Bank at Calcutta Main office. On 31-3-75 a promotion policy agreement was arrived at between the Bank and its workmen represented by All India United Commercial Bank Employees Federation and the Bank is to follow the promotions of the agreement in the matter of promotion and selection to posts carrying special allowance. There was a need for several posts of Special Assistants on and from 1-10-77 and offers to fill up the posts were made in Calcutta Region. The concerned workman although eligible to such post according to his seniority, the post of Special Assistant was not offered to him in contravention of the promotion policy and the agreement. The management did not give such offer to Parimal Ganguly on the plea that he had forfeited his chance for the post of Special Assistant because in spite of call or interview for consideration of the offer of post in July 1971 and February 1973 he absented himself from such interviews. According to the Association, as stated in the written statement, there was in fact no offer of the post either in 1971 or in 1973 and even if the calls for interview be regarded as offer still the concerned workman was entitled to get a third chance for such offer according to the provisions of the Promotion Policy Agreement arrived at in 1975. The Association claims that the refusal to make offer to Parimal Ganguly was illegal and, therefore, the concerned workman was entitled to get the office of Special Assistant with effect from 1-10-77 and/or arrear of emoluments as such from that date.

3. According to the Bank's written statement Parimal Ganguly was called for an interview on 17th July, 1971 but

he did not avail himself of the said opportunity for consideration for appointment as Special Assistant. On his failure to appear at the interview the Bank informed him that for his non-attendance he was deemed to have forfeited his chance for selection for a period of one year from 17th July, 1971 according to the provisions of the Agreement dated 6th December, 1968. The Bank's intimation was acknowledged and accepted by Parimal Ganguly without any protest or objection. Again in 1973 the Bank offered posts of special Assistants to eligible candidates in terms of the said agreement of the year 1968. Parimal Ganguly was again called for an interview but he did not appear for such interview held on 9th February, 1973. The Bank by its letter dated 14th March, 1973 pointed out to Parimal Ganguly that in consequence of such non-appearance at the interview and on his declining the two chances for being considered for the post of Special Assistant, he would be deemed to have permanently forfeited his claim for being promoted to the post of Special Assistant according to the provisions of sub-clause (5) of Clause I of part II of the said agreement dated 6th December, 1968. This Promotion Policy Agreement dated 6th December, 1968 was revised and superseded by another agreement dated 31st March, 1975. According to the provisions of this agreement a provision or third offer was made before the candidate in question was deemed to have permanently forfeited his claim to a post carrying such functional special allowance. Thereafter in February, 1977 the Bank made offer for the posts of Special Assistants to eligible employees but as Parimal Ganguly had forfeited his right to get any chance he was not eligible and no offer was made to him for such post of Special Assistant. At that time the concerned workman or the Association did not raise any objection. Thereafter when offers were made again in November/December 1977 to several eligible candidates for the post of Special Assistants, the Association put forward the contention that Parimal Ganguly should have been given an offer. The Bank objected to that question raised by the Association and replied that Parimal Ganguly was not entitled to get any offer as he had forfeited his right by refusing to accept the previous two offers made to him. Thereafter the Conciliation proceedings started and ultimately the matter has been referred to this Tribunal in the form of dispute as already mentioned. According to the Bank the concerned workman can get no relief in this case.

4. Mr. S. Srinivasan, Chief Officer of the Bank appeared on behalf of the management of the Bank and Mr. Debabrata Chanda, Vice-President of the Association appeared on behalf of the workman. Several documents were marked exhibits on both the sides, formal proof thereof being waived by the parties. Both the parties submitted that they would not adduce any oral evidence but would depend upon the admitted facts and documents exhibited in the case.

5. The contention of Mr. Chanda is that in the present case the concerned workman Parimal Ganguly was called for interview for consideration in connection with the offer of the post of Special Assistant. There is no denying the fact that the concerned workman did not appear at the interview but simple non-appearance at the interview does not mean refusal of the offer of the post of Special Assistant as contemplated in Promotion Policy Agreement of 1968 and 1975. In fact, there was no offer made by the Bank to Parimal Ganguly for the post of Special Assistant. Therefore, there was no refusal of the offer of the post. Clearly, according to Mr. Chanda, the concerned workman did not forfeit his right in any manner to get offer of the post of Special Assistant and that the Bank's conduct in not offering the post in 1977 to the concerned workman was highly illegal.

6. The submission of Mr. Srinivasan, on the other hand, is that the Bank in due course called Parimal Ganguly for interview but Parimal Ganguly did not appear at the interview without giving any reason whatsoever and when Bank wrote to him on the first occasion that he had lost his first chance by not attending the interview in 1971, he kept silent which meant that he accepted the position. In 1973 again when he did not attend the interview, the Bank told him that he had forfeited his right permanently to claim promotion to the post of Special Assistant. At that

time also the concerned workman remained silent which shows that he accepted the position. In 1977 offers were made to eligible candidates for the post. At that time there was no objection raised from the side of the concerned workman or on behalf of the Association. When in November/December, 1977 offers were again made to several eligible candidates for the post in question, the Association for the first time in February, 1978 raised the objection. This objection is not tenable because according to the Agreement of 1968 Parimal Ganguly had already forfeited his right by refusing the offer. After the forfeiture of right the new agreement of 1975 gave no right to the concerned workman for a third chance of such offer because already Parimal Ganguly had forfeited his right permanently.

7. Before dealing with the main question as to the forfeiture of right of Parimal Ganguly to his claim for promotion to the post of Special Assistant, I shall state some admitted facts not disputed by the parties. Parimal Ganguly was in the clerical cadre. In 1971 when some Special Assistants were required, the Bank, according to the seniority and the provisions of the Agreement of 1968, called Parimal Ganguly for an interview in connection with the promotion to the post Parimal Ganguly did not attend. Again in 1973 when some Special Assistants were required he was again called for an interview. There is no dispute also that in 1977 the Bank made offers for the post of Special Assistants to eligible employees. At that time Parimal Ganguly was not called for interview, neither was any offer made for the post. There is no dispute also that at that time no objection was raised either by the concerned workman or from the side of the Association for the absence of offer to Parimal Ganguly. There is no challenge also about the fact that in November/December, 1977 offers were made by the Bank to several employees for the post of Special Assistants. In fact, thereafter on 29th February 1978 the General Secretary of the Association lodged a protest to the Assistant General Manager and claimed that Parimal Ganguly should be made Special Assistant with effect from 1-10-77 as no offer was made to him in spite of his seniority in his cadre.

8. First of all let us see whether in fact any offer for the post of Special Assistant was made to Parimal Ganguly either in 1971 or in 1973 as alleged by the Bank. For that purpose we are to see the provisions appearing in the Memorandum of Agreement regarding policy and procedure concerning promotions arrived at on 6th December, 1968 which has been marked Ext. M-1. Admittedly a similar agreement concerning the provisions connected with our case was arrived at on 7th December, 1968 between the Bank and the workman represented by All India Bank Employees Federation and All India United Commercial Bank Staff Federation. The agreement dated 6th December, 1968 was between the Bank and its workman represented by the All India Bank Employees' Association and the All India United Commercial Bank Employees Federation. In any view of the matter Ext. M-1 is the relevant agreement and the relevant provision therein for which we are interested would be Part II Clause I and Clause III(B). Sub-clauses (4) and (5) of Clause I, Part II, read as follows :

"(4) The employee who is so offered a post carrying a functional special allowance but declines it, or does not unconditionally accept it within two weeks from the date of the offer, shall be deemed to have forfeited the chance and shall not be given another chance until one arises in the region after the expiration of a full year from the date of the offer.

(5) If the second offer (made when a vacancy arises after the lapse of one full year) is not unconditionally accepted within a period of two weeks from the date the offer is made, the employees concerned shall be deemed to have permanently forfeited his claim to a post carrying such functional special allowance."

According to sub-clause (4) before an employee forfeits a chance, an offer of a post must be made to him and after such offer he must have declined it or refused unconditionally to accept it, within the date mentioned there. According to sub-clause (5) before a candidate permanently forfeits his claim to a post, the second offer for such post

must be made and in case the offer is not unconditionally accepted the consequence of forfeiture will follow. According to Bank the calling of a candidate to an interview is an offer of the post, whereas according to the Association the call for an interview is not an offer. Offer comes upon the result of such interview. For this purpose let us consider the provision of sub-clause (2) of clause III(B) of Part II of Ext. M-1. Sub-clause (2) of Clause III(B) runs as follows :

"The management, before making an offer as above, may however, interview the employee concerned and point out to him the respects in which he is considered deficient for the duties and responsibilities of a Special Assistant. It will be open to such employee to request the management in writing within two weeks of the interview to defer his selection by such period as he may consider necessary for equipping himself suitable. In such a case, the offer of a Special Assistant's post to him by the management will arise only when need therefore arise in the region after the expiry of such period and there will be no interview before such offer is made."

From the reading of sub-clause (2) mentioned above, it is clear and there can be no doubt that offer comes subsequent to interview and that interview is quite distinct from offer. At the interview the management considers whether the candidate is fit for the post and if he is found fit then the offer may be made. It will also be evident that if at the interview a candidate is not found fit but there is some deficiency, no offer will be made unless the deficiency is made up. By no stretch of imagination can it be stated that a call for interview is as good as an offer of the post to the candidate. At the interview the candidate is considered and if he is found fit, then it is for the management to make the offer or not. Admittedly, as I have already stated, in the year 1971 and 1973 Parimal Ganguly was called for interview for consideration whether he was a fit candidate and whether any offer would be made to him. For reasons best known to Parimal Ganguly, may be that he did not consider himself fit for such assignment, at that time he did not appear at the interview. I, therefore, hold that he call of a candidate for interview is not an offer of the post in question to him.

9. I have also gone through the provisions of Memorandum of Agreement regarding policy and procedure concerning promotion of the year 1975, marked Ext. W-1, relevant portion of the provision will appear in Clause I, particularly Sub-clauses (4) and (5) of Clause I, Part II, and Clause I(B) including sub-clause (2) thereunder. The language in the two agreements are more or less the same. Of course, according to the new agreement a third chance would be available to the candidate under certain circumstances. However, giving my best and anxious considerations and thought to the provisions in the Agreements as well as to the facts of this case I have no doubt that there was, in fact, no offer made to Parimal Ganguly for the post of Special Assistant either in 1971 or in 1973 or at any point of time thereafter. The view of the Bank was erroneous and untenable on the face of the language of the agreements when it held that Parimal's non-attendance on a call for interview amounted to refusal of the offer of the post of Special Assistant. As I have already stated, in fact there was no offer of such post to him.

10. That there was no offer to the concerned workman will further be evident from the fact that the prescribed form for making offer by the Bank, marked Ext. W-2, was not sent to Parimal Ganguly. That form contains the terms and conditions of office and there is clearly an admission from the candidate whether he accepts the offer or not. Further, it will appear from the letter of the Bank dated 14-3-73 wrote to Parimal Ganguly that he forfeited his claim because he had declined two chances for being considered for the post. There was no mention that there was any refusal of offer.

11. Now, the question is what relief the concerned workman can get in the facts and circumstances of this case. It is admitted by the Bank as will appear from the Annexure 'I' to their written statement, a letter of the Bank, that in

1977 the Bank dispensed with holding interviews and offer of the post of Special Assistant was made to all the eligible candidates without holding interview. In 1971 and 1973 though called for interview Parimal Ganguly did not attend. He did not even give any reason for his non-attendance. When the Bank wrote to him about the forfeiture of his right to the claim of the post he did not object to that in the year 1973. In these circumstances, it is not unreasonable for the Bank to infer that Parimal Ganguly did not want to be considered for the post of Special Assistant. In February 1977 some offers were made for the post of Special Assistant to some other employees. At that time also neither the concerned workman nor the Association objected to the Bank's conduct in not offering the post to Parimal Ganguly. Only in November/December, 1977 when offers were made to some employees, then the Association raised objection claiming relief for the concerned workman. Certainly in February 1978 the Bank came to know that Parimal Ganguly was willing to get an offer of the post. According to law he did not forfeit his right permanently for the claim to the post. Admittedly again, for 1977 candidates the Bank dispensed with interviews and in the facts and circumstances when the matter came to the notice of the Bank that Parimal Ganguly was eager to get the offer, such offer should have been made to him who was quite eligible according to the seniority. There is no evidence before me, however, that after 28th February, 1978 the Bank offered the post of Special Assistant to the employees. No doubt there had been some appointment after that date. In the facts of this case, I hold that when Parimal Ganguly has been superseded by several junior employees after 28th February, 1978 for no fault of his and in spite of the Bank's knowledge that he was willing to get the offer, the Bank should appoint him as Special Assistant on a date subsequent to 28th February, 1978 with the first batch appointed placing him according to the seniority with reference to other employees appointed after the said date and the Bank shall pay to him wages and other emoluments as holder of such post from the date of such appointment according to the seniority. Of course, whether the concerned workman will be made permanent or confirmed in the post of Special Assistant will depend upon his fitness or otherwise according to the provisions of the relevant agreement regarding policy and procedure concerning promotion and under Bipartite Settlement and other prevailing Rules and procedures followed by the Bank.

12 In view of my finding above, I hold that the management of the Bank acted illegally and unjustly in not offering the post of Special Assistant to Parimal Ganguly. The said workman shall be appointed Special Assistant as indicated hereinbefore and shall get wages and emoluments as indicated already.

This is my award.

R BHATTACHARYA, Presiding Officer

Dated, Calcutta,

The 22nd May, 1981.

[No L-12012/71/79-D II A]

New Delhi, the 5th June, 1981

S.O. 1787.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industries dispute between the employers in relation to the management of Oriental Bank of Commerce Limited, Connaught Place, New Delhi and their workman, which was received by the Central Government on the 27-6-81.

BEFORE SHRI MAHESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

I.D. No. 171 of 1977

In the matter of :

Shri Manohar Lal Khanna, 3,900 Khirki Tafaal Hussain,

Near Jagat Cinema, Delhi . Petitioner.

Versus

The General Manager, Oriental Bank of Commerce Ltd.,

Connaught Place, New Delhi Respondent.

AWARD

The Central Government as appropriate Government vide its order No. L-12012/129/74/LR III dated the 21st January, 1975 referred an Industrial Dispute to Industrial Tribunal, Delhi in the following terms :

"Is the management of Oriental Bank of Commerce Ltd., New Delhi, justified in terminating the services of Shri Manohar Lal Khanna, Clerk, with effect from the 19th July, 1947. If not, to what relief is he entitled?"

On receipt of the reference it was ordered to be registered and usual notices were sent to the parties. On receipt of the notice a statement of claim was filed by the workman. Then a written statement was filed and upon the pleadings of the parties issues were framed. A preliminary issues was decided by Shri D D Gupta vide his order dated the 16th October, 1975 and thereafter the case was transferred to this Tribunal. After evidence of the parties was recorded talks for compromise started between the parties and ultimately a compromise has been arrived at and has been filed and is Ex. C/1. In pursuance of the compromise following statement of workman was recorded :—

'I have today received draft No. 2945643/148/81 upon Oriental Bank of Commerce, A-Block, Connaught Place, for Rs. 71,000 has been received today by me. A no dispute award be returned. Tax liability is mine.'

2 In view of the statement recorded above, a no dispute award is hereby returned leaving the parties to bear their own costs.

Further Ordered :

That requisite number of copies of this award may be sent to the appropriate Government for necessary action at their end.

MAHESH CHANDRA, Presiding Officer

Dated the 15th May, 1981

[No L-12012/129/74-LR.III]

S.O. 1788.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the management of Punjab National Bank, Jullundur and their workman, which was received by the Central Government on the 1st June, 1981.

BEFORE SHRI MAHESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

I.D. No. 42 of 1979

The General Secretary,
Punjab National Bank, North Zone Employees Union (Regd.),
162, Shakti Nagar,
Jullundur. ... Petitioner.

Versus

The Regional Manager,
Punjab National Bank, Civil Lines,
Jullundur. ... Respondent.

AWARD

The Central Government as appropriate Government vide its order No. L-12012/104/78-D.I.L.A dated the 18/21st July, 1979 referred an Industrial Dispute u/s 10 of the I.D. Act, 1947 to this Tribunal in the following terms :

'Whether the action of the management of Punjab National Bank in transferring Shri O. P. Sehgal from Civil Lines Branch of Punjab National Bank Jullundur to Branch Office, Chowk Sudan, Jullundur on 18th May, 1978 is justified? If not, to what relief the workman is entitled to?'

2. Upon receipt of the reference it was ordered to be registered and usual notices were sent to the parties. In pursuance of the said notice a statement of claim was filed on behalf of the workman side. Thereafter written statement was filed by the Bank and finally a replication was filed. In view of the pleadings of the parties only issue which are as follows :

ISSUE :

As per order of reference ?

3. Thereafter evidence of the parties was recorded. I have gone through the evidence produced by the parties and have heard their representatives at length and after giving my considered thought to the matter before me I have come to the following findings upon this issue.

ISSUE No. 1 :

4. From the perusal of statement of claim filed by the workman side I find that the contention of the workman side is that the workman joined the service of Punjab National Bank on 3rd of July, 1944; that the workman was selected as General Secretary of the Punjab National Bank Employees' Union, Punjab and continued to hold that post till March, 1978; that the workman formed another union known as Punjab National Bank, North Zone Employees' Union in April, 1978; that on 5th May, 1978 a notice was put by the Bank which read that 'it is proposed to transfer Shri Sehgal to B.O Chowk Sudan, Jullundur City. A notice of five days is hereby given to the employee and all concerned in terms of para 535(2) of the 'Sastry Award'; that in pursuance of the said notice the workman was relieved on 18th May, 1978 and he reported for duty on that very day at Chowk Sudan, Jullundur City Branch; that thereafter on 2nd July, 1978 a letter was addressed to Senior Personnel Officer, Head Office of the Punjab National Bank, New Delhi which read that 'Shri Sehgal has been transferred to Chowk Sudan, Jullundur City Branch when he was Org. Secretary of the Punjab National Bank Staff Union. A notice was displayed vide para 535 of the Sastry Award and accordingly Shri Sehgal submitted that in other circles all the leaders S/Shri K. R. Nagpal, Daljit Singh, D. P. Chadha, P. R. Bhatia, Shriv Ram Gupta, V. P. Puri has since been transferred back to their original places, but a different stand has been taken in the case of Shri O. P. Sehgal; that Shri O. P. Sehgal was now General Secretary of Punjab National Bank Northern Zone Employees' Union and the transfer of Mr. Sehgal is vindictive, mala fide, and aimed at to put a curb on his trade union activities, besides being discriminatory; that the matter was taken up with the ALC, Chandigarh on 26th July, 1978; that as no settlement was arrived at this reference was made and hence the workman side has claimed that it be declared that the

transfer of Shri Sehgal from Civil Lines Branch of Punjab National Bank to Chowk Sudan Branch on 18th May, 1978 was illegal, unjustified and mala fide and an act of victimisation and he should be re-transferred to civil lines branch.

5. In its written statement the Management has not denied the transfer but has urged that the transfer was neither mala fide nor by way of victimisation nor in violation of para 535 of Sastry Award nor illegal nor with a view to curb the trade union activities by the workman. It has further been urged by the bank that the transfer was in exercise of its management function by the bank in the exigencies of service and as such it was valid.

6. In order to establish his case the workman has tendered his affidavit which is Ex. W.W. 1/1 in which he has practically re-produced what was stated in his statement of claim and as such the affidavit need not be re-produced. However, a reference would be made to it as and when necessary. In addition to his affidavit the workman has tendered Ex. W.W. 1/2 to Ex. W.W. 1/12.

7. During cross examination it is admitted by the workman that inspite of his transfer his service conditions and salary have remained the same. It is further admitted by him that it was correct that he was Organising Secretary of Punjab National Bank Staff Union at the time of his transfer and he attended a meeting of the Federation as a delegate at Allahabad. Likewise it is admitted by him that the dispute in the instant case was raised as General Secretary of the Punjab National Bank Northern Zone Union. It is also admitted likewise that two representations, one on 9th May, 1978 and the other on 2nd July, 1978 were submitted regarding his transfer. He has exhibited ignorance about the fact that office bearers of other unions were also posted outside their regional headquarters. He has denied the suggestion of the Management that the transfer in his case was a routine transfer on administrative grounds and was not either mala fide or in consequence of a formation of a union by him. Coming to exhibits Ex. W.W. 1/2 to Ex. W.W. 1/12 I do not find that any of these documents has a direct bearing upon his transfer. In fact the facts stated in these documents are practically admitted by both the parties and the question is limited to the fact as to whether the transfer was mala fide, vindictive and with ulterior motives to curb the trade union activities of the workman which fact is not born out of these documents.

8. In order to establish its case the Bank has also examined only one witness and he is Shri S. K. Dewan, Manager, Punjab National Bank, Samrai Branch, District Jullundur who has stated that he had worked as Staff Manager, Regional Office, Jullundur during the period 23rd June, 1977 to 22nd August, 1979 and was looking after the staff matter of Jullundur Region. It is further stated by him in his affidavit dated 25th March, 1981 that in October, 1975 the Bank vide its circular No. 193 dated the 16th October, 1975 laid down that the employees in the cadre of workman should not remain for more than seven years at the same office at such places, where the bank had more than one office and those who have completed 7 years of stay in one office should be transferred to some other office and in accordance with the above mentioned circular Shri O. P. Sehgal who was continuing in Branch Office, Civil Lines, Jullundur City since 3rd July, 1944 (i.e. since his date of his joining) was transferred to Chowk Sudan Branch and that the transfer was after compliance with para 535(2) of Sastry Award which was displayed on the Notice Board on 5th May, 1978 on which date Shri Sehgal was present in the office. It is also stated by him that no representation against the said transfer was received by the Bank either from Punjab National Bank Staff Union, Jullundur or from All India Punjab National Bank Employees' Federation rather the only representation received was from Shri O. P. Sehgal in his personal capacity. It is likewise stated in the affidavit that the transfer of Shri Sehgal to Chowk Sudan Branch has brought him nearer to his residence and there was no change in service conditions or wages etc. of Shri O. P. Sehgal in consequence of the said transfer which was affected as per Guidelines approved by the Bank and after complying with the relevant provisions of Sastry Award. It is finally stated that the transfer of Shri O. P. Sehgal from Civil Lines Branch to Chowk Sudan Branch was not to victimise him for his trade union activities and was also not vindictive but was purely on the administrative grounds in the interest of the Bank.

9 This witness has been cross examined at length on behalf of the workman and during cross examination it is stated by him that it was incorrect to suggest that the transfer was by way of victimisation. It is further stated by this witness during cross examination that he could not say if he was the only man transferred but there was no other workman in Civil Lines Branch who was posted in that Branch who was there for more than 7 years and the transfer was necessitated due to latest transfer policy of bank adopted in 1975. It is significant to mention here that it has categorically been stated by this witness that Shri O. P. Sehgal was transferred in 1978 as the transfers were effected in phases and he being a union man was transferred last. There is no other evidence led by the workman. Statement on oath of the workman is denied, in statement on oath by Shri S. K. Dewan, the then Staff Officer of Regional Office, Jullundur Office. There is nothing to suggest even remotely which has been brought on record, to show that this workman had been transferred on account of his trade union activities. Similarly it cannot be said that there is anything to suggest presence of any malafide or vindictiveness in the said transfer. It cannot be lost sight of that according to Shri S. K. Dewan this workman was transferred from the Civil Lines Branch as no other workman had been working at that time in that Branch who had been there for more than 7 years. Likewise much weight would have to be given to the statement of this witness to the effect that Shri O. P. Sehgal was transferred in 1978 as the transfers were effected in phases and he being the union man was transferred last. I am afraid in the circumstances it cannot be said that the transfer was malafide or born out of vindictiveness or was a result of trade union activities of this workman. The requisite notice under para 535(2) of Sastry Award had been duly displayed in accordance with the said para by the Bank. There was no representation by any union against the said transfer. If at all there was any representation it was in July and by the Punjab National Bank Northern Zone Employees' Union. Admittedly according to the workman he was at the time of his transfer Organising Secretary of PNB Staff Union. There was no objection by the said staff union to this transfer. As a reference to para 12 of his statement of claim would show the transfer was effected within the same city from Civil Lines Branch Jullundur to Chowk Sudan Branch Jullundur and this by itself would show that the intention was not to curb the trade union activities of this workman. Admittedly the transfer had not effected change in his service conditions or salary etc. If at all according to para 7 of affidavit of Shri S. K. Dewan the transfer has resulted in bringing Shri Sehgal nearer his residence and to that extent it would be said that the transfer had helped him. From whichever angle I may consider the matter in the instant case I come to the conclusion that the transfer was pure and simple a routine matter arising out of exigencies of service and administrative considerations and was not motivated by malafide intentions or ulterior purposes or with a view to victimise the workman or vindictive. Incidentally it may be mentioned here that according to Shri S. K. Dewan it was for the first time that this workman had been transferred since 3rd July, 1944 from Civil Lines Branch to Chowk Sudan Branch. Keeping in view these facts it cannot be said that the transfer is in any manner illegal or void or vindictive or malafide with a view to curb the trade union activities of the workman. As long as the transfer not found to be tainted by ulterior motives or arbitrary or malafide or vindictive it would not call for in any way setting aside. It also cannot be said that the transfer is in any manner discriminatory, in so far as Mr Sehgal was the last man to be transferred from Civil Lines Branch who was there for more than 7 years at the time of transfer. The transfer was effected within the same city. In fact a perusal of para 535(2) would show that the transfer visualised therein implied a transfer from one city to another and were not likely to govern inter-sectional transfer in a branch or from one branch to another branch in the same city.

10 In view of my discussions and findings above, I hold that the action of the Management of Punjab National Bank in transferring Shri O. P. Sehgal from Civil Lines Branch Jullundur to Branch Office, Chowk Sudan Jullundur on 18th May, 1978 is justified and the workman is not entitled to any relief what-so-ever and it is awarded accordingly. However the parties would bear their own costs.

Further ordered :

That requisite number of copies of this award may be sent to the appropriate Government for necessary action at their end.

Dated the 14th May, 1981.

MAHESH CHANDRA, Presiding Officer

[No. L 12012/104/78.D.II(A)]

S.O. 1789.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the management of New Bank of India, New Delhi, and their workman, which was received by the Central Government on the 1st June, 1981.

BEFORE SHRI MAHESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

ID. No. 57 of 1981

Shri Piara Ram

Versus

Petitioner

New Bank of India, New Delhi.

... Respondent.

AWARD

Shri Piara Ram has filed this petition u/s 33-A of the I.D. Act, 1947 on the allegations that the respondent-Bank had altered his service conditions while a petition u/s 33-C(2) was pending in the Labour Court and as such order of the Bank was invalid and hence this petition u/s 33 of the I.D. Act, 1947.

2 On receipt of the petition it has been registered as Industrial Dispute and notice was given to the Management side. The Management side filed a reply stating that the said application u/s 33-A of the I.D. Act is not maintainable. On merits, it is urged that no Industrial Dispute within the meaning of Section 33 was pending between the parties at the relevant time and as such there was no violation of Section 33 of the I.D. Act and consequently section 33-A did not come into operation.

3 It is however not denied on behalf of the Bank that the referred petition u/s 33-C(2) was certainly pending before this Labour Court at the time there was alleged change, in the service conditions.

4 In view of the preliminary objections of the Bank regarding maintainability of this petition u/s 33-A it was fixed for arguments but as none appeared for the workman side I heard Shri N. C. Sikri for the Bank and after going through the petition and the reply and after giving my considered thought to the arguments of Mr Sikri I have come to the conclusion that certainly this petition u/s 33-A is not maintainable.

5 The contention of the workman is that the petition u/s 33-C(2) of the I.D. Act was pending when the alleged change in the service conditions of the workman was effected without formal permission from this court and the respondent violated the provisions of Section 33 of the I.D. Act. I have perused the provisions of Section 33 of the I.D. Act. They speak of pendency of an Industrial Dispute between the parties. Until it is held that an Industrial dispute was pending at the relevant date of alleged change of service conditions Section 33 does not come into operation. Obviously Industrial Dispute referred to u/s 33 is the one which has been referred u/s 10 of the I.D. Act and not a petition u/s 33-C(2). A petition u/s 33-C(2) is a summary proceedings intended for the benefit of the workman to enable him to get his money due to him computed through the agency of a Labour Court and it cannot be relegated to the position of an Industrial Dispute within the meaning of Section 33. The proceedings u/s 33-C(2) are in the nature of execution proceedings only. It may be mentioned here that Section 33-C(2) was introduced much later while Section 33 had been in existence and at the time Section 33 was enacted a petition u/s 33-C(2) was not even visualised and not maintainable and consequently also it cannot be said that the Industrial Dispute referred to u/s

33 would include a proceeding u/s 33-C(2). I, therefore, hold that there was no Industrial Dispute pending with the meaning of Section 33 before any Labour Court/Industrial Tribunal or Conciliation Authorities and in consequence it follows that section 33-A does not come into operation. With the result that this petition would not be maintainable. It is accordingly awarded that this petition u/s 33-A is not maintainable and is dismissed leaving the parties to bear their own costs.

Further ordered :

That requisite number of copies of this award may be sent to the appropriate Government for necessary action at their end.

Dated : the 12th May, 1981.

MAHESH CHANDRA, Presiding Officer

(No. L. 12012/104/78-D.II(A))

S.O. 1790.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1 Dhanbad, in the industrial dispute between the employers in relation to the management of Central Bank of India, Patna, and their workman, which was received by the Central Government on the 2nd June, 1981.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of a reference under section 10(1)(d) of theIndustrial Disputes Act, 1947

Reference No. 6 of 1980

PARTIES :

Employers in relation to the management of Central Bank of India, Patna.

AND

Their workmen.

APPEARANCES :

For the Employers—Shri S. P. Kakar, Chief Manager with Shri D. D. Khanna Chief Officer.

For the workman—Shri Sukhdeo Prasad.

STATE : Bihar.

INDUSTRY : Bank.

AWARD

Dhanbad, the 27th May, 1981

By Order No. L-12012/31/79-D.II.A, dated the 1st July, 1980 the Central Government being of opinion that an industrial dispute existed between the employers in relation to the management of Central Bank of India and their workmen in respect of the matter specified in the schedule attached to the order referred the same to this Tribunal for adjudication. The schedule to the reference reads thus

"Whether the action of the management of Central Bank of India, Exhibition Road, Patna in keeping in abeyance the order dated 11th July, 1978 of Divisional Manager converting Sri Jugal Kishore Sinha from the post of peon to Armed Guard with retrospective effect from 1st July, 1978 is unjustified? If not, to what relief is the workman entitled?"

2. After notice to the parties they have filed their respective written statements and rejoinders. Parties have also filed some documents which have been marked as exhibits and they shall be dealt with in subsequent paragraphs.

3. On the date of hearing the management Bank did not chose to examine any witness. On behalf of the union the concerned workman was only examined and cross examined.

4. The case of the union as made out in its pleading is as follows. Sri Jugal Kishore Sinha the concerned workman was appointed as Peon in the year 1975 by the Bank. He was

an ex-service man. While in service as peon he made a prayer to the Bank on 13th September, 1977 to be converted to an Armed Guard of the Bank. The Branch Manager of Gaya Branch of the Bank where the concerned workman was serving forwarded the petition of the workman to D.M.O., Gaya vide his letter No. DMO/37/169 dated 20th October, 1977 recommending that the concerned workman should be appointed as an Armed Guard. The Divisional Manager being satisfied about ability of the concerned workman passed an order to convert the post which the workman was holding to the post of an Armed Guard on 11th July, 1978. The Divisional Manager after passing the said order was pressurised by a rival union and was asked not to appoint the concerned workman as an Armed Guard. On the very next day following the day the Divisional Manager passed the order in favour of the concerned workman, the Divisional Manager again passed another order to stay the implementation of his previous order to appoint the concerned workman as an Armed Guard. Thereafter the union took up the case of the concerned workman and approached the management several times with a prayer to implement the order of the Divisional Manager appointing the concerned workman as an Armed Guard. When the management did not listen to the prayer of the union the union approached the conciliation officer. During the conciliation proceeding the management did not accede to the demand of the union and so a failure report was submitted on which the Central Government was pleased to refer the dispute for adjudication to this Tribunal. Since there is no justification for the management not to implement the order of the Divisional Manager appointing the concerned workman as an Armed Guard, the order staying the implementation of the earlier order appointing the concerned workman as an Armed Guard is liable to be vacated and the order appointing the workman as an Arm Guard should be implemented.

The case of the management/Bank as revealed from its pleading may be briefly stated thus. Sri Jugal Kishore Sinha a subordinate member of staff joined service as a peon in the Bank on 19th May, 1975. On 13th September, 1977 Sri Sinha represented to the Bank in writing for converting the post he was holding to the post of an Armed Guard. The Employees Association of which the concerned workman is a member approached the management for acceding to the request of the workman to appoint him as an Armed Guard. Management informed the concerned union that the request could not be complied with as to accede to the demand of the union would not be in accordance with the policy of the Bank and would be against an agreement between the management and the recognised union. In these circumstances the management informed the union that if its demand is permitted by Patna Regional Office it could appoint the concerned workman as an Armed Guard if there would be a vacancy. In spite of this when the workman pressed his request for being appointed as an Armed Guard by saying that a vacancy had occurred in Gaya Office on account of death of an Armed Guard there, the management particularly Divisional Office at Gaya informed the workman by order dated 11th July, 1978 that his request was under consideration but subsequently on checking facts the management found that to comply with workman's request would be against Bank's policy. Consequently the order issued by Divisional Office at Gaya was withdrawn. The allegation of the union that the management withdrew its order dated 11th July, 1978 on account of pressure of a rival union or of any other political ground is false. As a matter of fact the management had to withdraw its order dated 11th July, 1978 as the same was against its established policy. The workman never worked as an Armed Guard on any day and never performed the duties of an Armed Guard as claimed by him. Appointment of the concerned workman as an Armed Guard being against the policy of the management, management asserts that it has not violated any rule or any accepted policy by withdrawing order dated 11th July, 1978. The request of the concerned workman being against the management's policy the same could not be granted and the concerned workman could not be said to have any right to be appointed as an Armed Guard.

5. I have already stated above that the management has not chosen to examine any witness whereas the workman has examined himself as WW1 at the time of hearing. The workman asserts that he joined the post of peon under the Bank on 19th May, 1975. On 13th September, 1977 he applied to the Bank for being appointed as an Armed Guard. His application was forwarded by the Branch Manager with his

recommendation in favour of the workman. On this application a formal order appointing the concerned workman was issued to him by the management on 11th July, 1978. The workman further asserts that previous to the order dated 11th July, 1978 appointing him as an Armed Guard the Bank had appointed one Sri R. P. Bari a peon as an Armed Guard and that this appointment was about a year before 11th July, 1978. The Bank did not implement the order dated 11th July, 1978 appointing the workman as an Armed Guard vide Ext. W-1 without any reason and that instead of implementing the said order the Bank issued an order keeping Ext. W-1 in abeyance. The order staying Ext. W-1 is Ext. W-2. The workman's application to be appointed as an Armed Guard was forwarded to the Divisional Manager under Ext. M-2 and M-5 and it was thereafter Ext. W-1 was issued. After Ext. W-1 was stayed the Bank had recruited 33 Armed Guards. Before the conciliation proceeding the plea taken by the Bank was that there was no vacancy and so the order Ext. W-1 was stayed. This obviously was a false plea because subsequent to Ext. W-1 the Bank had appointed as many as 33 Armed Guards. Ext. W-3 shows the plea taken by the Bank before the conciliation officer. The workman further asserts that at the instance of the Secretary of rival union Bihar State Central Bank Employees Union the order Ext. W-1 was stayed by the management. While appointing Armed Guards management gives preference to ex-servicemen.

This evidence of the workman has not been shaken in cross-examination and nothing has been shown by the Bank to throw doubt on the oral evidence adduced by the workman.

6. Coming to the merit it is seen that the concerned workman was appointed as a peon under the Bank on 19-5-75. This position is not disputed. It is also not disputed that the concerned workman before his appointment as a peon was an ex-serviceman. Parties agree that on 13-9-1977 the workman applied to the Bank for appointment as an Armed Guard. This application was forwarded by the Branch Manager to the Divisional Office. This is found from Ext. M-1 dated 28th October, 1977. This document appears to have been signed by the Branch Manager himself wherein the Branch Manager has said as follows:

"Please refer to this office letter No. DMO/37/144 dated 13th September, 1977 under which we had forwarded the representation of above member of sub-staff seeking conversion of his cadre. Sri Sinha is a retired army personnel having good physique and health and an attractive personality and length holding a suitable gun licence in his own name.

The sudden demise of one of our Arm Guard Sri Ram Pravesh Singh has created one vacancy here at this end. We shall therefore, request your honour to please consider his case sympathetically and post him at this Branch as a Guard". This document Ext. M-1 clearly supports the union's case that the workman's application was not only forwarded by the Branch Manager to the Divisional office but the Branch manager himself recommended that the workman being fit in all respect to do the job of an Armed Guard should be appointed in place of Ram Pravesh Singh an Armed Guard since deceased. The application of the concerned workman to be appointed as an Armed Guard was not only forwarded by the Branch Manager to the Divisional Office but Divisional Manager himself under Ext. M-2 dated 9th November, 1977 recommended the case of the concerned workman. It was after Ext. M-2 dated 9th November, 1977 Divisional Manager by letter dated 11th July, 1978 Ext. W-1 passed an order in favour of the concerned workman informing him that his representation dated 13th September 1977 had been accepted and that the post which the concerned workman was holding had been converted to the post of an Armed Guard with effect from 1st July, 1978. Under this Ext. W-1 the workman was further informed that he would be kept on probation for a period of six months and will be confirmed on the post subject to his work, conduct and attendance being found satisfactory. From all these it cannot be said that the order Ext. W-1 was issued by mistake. The management has not produced the relevant documents from its Regional office showing what the Regional office did on the recommendation of the Divisional Manager contained in Ext. M-2. In the absence of any such document it has to be presumed that the Regional office accepted the recommendation of the Branch Manager as well as of the Divisional Manager and directed the Divisional Manager to issue an appointment letter under Ext. W-1. The story made out by the Bank before conciliation proceeding that there was no vacancy must be held to be false when the Branch Manager himself had said in Ext. M-1 that a vacancy had occurred

on the death of one Ram Pravesh Singh and that the concerned workman should be appointed in that post. The Divisional Manager while recommending the case of the workman under Ext. M-2 also reiterated what was said by the Branch Manager regarding the existence of a vacancy. The plea which was taken by the Bank before the conciliation officer seems to have been abandoned by the Bank before the Tribunal because there is nothing regarding absence of vacancy in the pleading of the Bank. The only plea taken by the Bank in course of the hearing is that the appointment of the concerned workman to the post of an Armed Guard is against the policy of the Bank. In support of this the Bank has produced an extract of rules Ext. M-4 which have been framed by mutual agreement between the Bank and a recognised trade union, namely, All India Central Bank Employees' Federation. An elaborate argument has been advanced on the basis of this document by the Bank saying that the rules do not permit appointment of a peon as an Armed Guard. I have gone through the document carefully and as a matter of fact the original document was also produced before me at the time of argument in order to enable the Tribunal to verify if Ext. M-4 is a true copy of the rules contained in the original agreement. After examining the original document as well as Ext. M-4 I find that there is no prohibition for appointing a peon as an Armed Guard. The rules only say how a member of sub-staff namely, a peon can be posted to a post belonging to the sub-staff cadre but carrying an allowance. Rule 12.6 of the agreement only says that the rules in the agreement shall not apply to the post of Drivers, Air-conditioning Plant, Helpers, Armed Guards, Liftmen, Electricians. Such being the position the contention of the Bank that as a matter of policy a member of sub-staff, namely, a peon can not be appointed as an Armed Guard finds no support from Ext. M-4. Regarding appointment of Armed Guard freedom has been given to the Bank and Ext. M-4 does not restrict this freedom in any way. If really as contended by the Bank that the rules Ext. M-4 do not permit appointment of a Peon as an Armed Guard the Branch Manager as well as Divisional Manager could not have recommended the case of the concerned workman. It cannot be said by any stretch of imagination that neither the Branch Manager nor the Divisional Manager was aware of Ext. M-4 at the time they recommended the case of the concerned workman. Furthermore Regional office does not produce any paper to show that the recommendations of the Branch Manager or of the Divisional Manager were not accepted because they were against the policy of the Bank. Neither the Branch Manager nor the Divisional Manager has been examined in the case to say under what circumstances they recommended the case of the workman. On the other hand Divisional Manager's order Ext. W-1 would go to show that his recommendation to the Regional Office was accepted and therefore he issued the order Ext. W-1. In these circumstances I hold that Ext. W-1 is an order of the Bank validly issued converting the post held by the concerned workman to the post of an Armed Guard and the Bank cannot now go back from the position. Then comes Ext. W-2 under which the Branch Manager writes to the concerned workman saying that implementation of the order contained in Ext. W-1 is kept in abeyance till further orders. No explanation has been given by the Bank as to under what circumstances Ext. W-2 was issued by the Branch Manager. Ext. W-2 does not say that as the order of conversion contained in Ext. W-1 was against Bank's policy the same is withdrawn. Ext. W-2 seems to be an interim order giving no reason. If really as contended by the Bank the Regional Office was against the conversion of the post held by the concerned workman normally one would expect the Branch Manager to communicate under Ext. W-2 the decision of the Regional Office withdrawing the previous order Ext. W-1. The Branch Manager who has issued Ext. W-2 does not examine himself to say under what circumstance he issued Ext. W-2. As I have already said the rules framed by mutual agreement between Bank and All India Central Bank Employees' Federation do not prohibit conversion of the post of a peon to the post of an Armed Guard. That apart to this agreement between the Bank and the All India Central Bank Employees' Federation the sponsoring union namely, Bihar Provincial Central Bank is not a party. Under Sec. 18 of the I.D. Act a settlement arrived at by agreement between the employer and the workmen otherwise than in the course of the conciliation proceeding shall be binding on the parties on the agreement. The agreement in the present case on which reliance is placed by the Bank, has not been arrived at in a conciliation proceeding and to

this agreement the sponsoring union is not a party. Therefore this agreement cannot be said to be binding on the members of the sponsoring union of which the concerned workman is a member. In this view also the agreement cannot stand in the way of the union, assuming but not admitting that it contains a prohibition for converting the post of a peon to the post of an Armed Guard. In the absence of any satisfactory explanation by the Bank as to under what circumstance it stopped implementation of the order Ext. W-1, I must hold that Ext. W-2 under which implementation of order Ext. W-1 has been stayed is a malafide order which as claimed by the union is the result of influence of a rival union on the authorities of the Bank. In these circumstances Ext. W-2 cannot be given effect to and Ext. W-1 under which the post of the concerned workman has been converted to

the post of an Armed Guard must stand and has to be given effect to. Necessarily therefore I hold that the action of the management in keeping in abeyance the order dated 11th July, 1978 Ext. W-1 of Divisional Manager converting the post held by the concerned workman to the post of an Armed Guard with effect from 1st July, 1978 is not justified and that Ext. W-2 is of no effect in law. On the strength of Ext. W-1 the concerned workman shall be held to be holding the post of an Armed Guard with effect from 1st July, 1978. The reference is answered accordingly. There will be no order for costs.

B. K. RAY, Presiding Officer

[No. L. 12012/31/79-D.II(A)]

P. V. SREEDHARAN, Desk Officer

